



LANDLORD-TENANT HANDBOOK



Department of Housing and Community Affairs

Office of Landlord-Tenant Affairs

Montgomery County, Maryland
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VISION: DHCA seeks to create healthy, vibrant, and inclusive housing and communities for people of all ages, incomes, and abilities.

MISSION: DHCA works to preserve and increase the supply of affordable housing; maintain existing housing in a safe and sanitary condition; preserve the safety and quality of residential and commercial areas; ensure fair and equitable relations between landlords and tenants; and support the success of common ownership communities – all with a focus on reducing racial inequities and climate change.

The law is subject to change periodically and this publication is updated accordingly. For the most recent version, please go to our website. Copies of this handbook or excerpts can be printed from our website at www.montgomerycountymd.gov/dhca-landlordtenant.

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

Marc Elrich
County Executive

August 2021

Dear Neighbors:

Montgomery County's Department of Housing and Community Affairs actively promotes good landlord-tenant relations and is committed to protecting the safety and well-being of tenants. To help achieve both goals, I sponsored legislation that motivates apartment building owners to maintain their buildings according to our housing code and provides tenants more opportunity to come together in making their voices heard.

I encourage both tenants and landlords to review this Landlord-Tenant Handbook, which is a practical guide to help everyone understand their respective rights and responsibilities. The information is provided by Montgomery County's Office of Landlord-Tenant Affairs, within the Department of Housing and Community Affairs. This thirteenth edition reflects recent changes in State and County law (see Chapter 29, "Landlord-Tenant Relations" of the Montgomery County Code).

I also encourage tenants and landlords who have questions or would like help from the Office of Landlord-Tenant Affairs to please call 240-777-0311. You are welcome and encouraged to request free help in ensuring housing safety, mediating conflicts, and seeking tenant advocacy. Callers may request confidentiality.

Sincerely,

Marc Elrich
County Executive

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If you live in the following municipalities, you are **not** covered by Montgomery County Landlord-Tenant law: *Town of Barnesville, Town of Garrett Park, and the Town of Laytonsville.*

If you are renting property within the city limits of the following municipalities, you should contact the appropriate municipality directly for specific Landlord-Tenant information (see below):

City of Gaithersburg	301-258-6320	www.gaithersburgmd.gov
City of Rockville	240-314-8320	www.rockvillemd.gov/directory.aspx?eid=128
City of Takoma Park	301-891-7255	www.takomaparkmd.gov/government/housing-and-community-development/rental-housing/landlord-tenant-mediation/



DISCLAIMER

www.montgomerycountymd.gov/dhca-landlordtenant

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

Dear Neighbors,

The Department of Housing and Community Affairs (DHCA) supports effective landlord-tenant relations, promotes housing safety and neighborhood revitalization, and preserves and increases the supply of affordable housing while fostering equitable and harmonious relationships among residents of our communities.

DHCA's Office of Landlord-Tenant Affairs educates landlords and tenants about general rights and responsibilities and works to resolve disputes amicably without having to go through the District Court process. The Office provides free services in person, by phone (240-777-0311) and by email (olta.intake@montgomerycountymd.gov). In addition, DHCA Code Enforcement administers laws requiring landlords to maintain their properties in a safe and sanitary condition. Further, DHCA Licensing and Registration handles licenses for all rental facilities covered by Chapter 29, Landlord-Tenant Relations of the Montgomery County Code.

We hope this updated edition of the Landlord-Tenant Handbook helps to strengthen your understanding of the rights and responsibilities of landlords and tenants in Montgomery County. Please review this information and call us at 240-777-0311 if you have any questions.

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I. LANDLORD-TENANT RELATIONSHIP BASICS



Obligations of Landlords

Landlords and tenants have certain obligations under the lease agreement and for maintenance. Knowing and adhering to these responsibilities will help keep the Landlord-Tenant relationship running smoothly.

LANDLORDS

Each lease must:

- 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;
- Provide contact name and number to tenants for someone who is available at all times in an emergency;
- In a multi-family building, display in the lobby, vestibule, rental office or other prominent public place, a sign issued by DHCA about filing a complaint and prohibited retaliatory practices;
- Comply with all other provisions that may be contained in the lease;
- 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;
- Provide each tenant a copy of the Landlord-Tenant Handbook at lease signing or the website where they can access this information;
- Include a lease summary with every lease that contains the tenant's rights and responsibilities under applicable law and as described in the lease; and,
- Contain a window guard addendum to the lease explaining the tenant's rights regarding window guards and the landlord's obligations.

For maintenance of the property, each landlord must:

- 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;
- Provide tenants with at least 24 hours' notice before making non-emergency repairs;
- Provide at least 72 hours' notice prior to any DHCA inspection scheduled by Housing Code Enforcement;
- Maintain all electrical, plumbing, major appliances and other facilities and conveniences supplied by the landlord in good working order;
- Provide A/C that maintains a temperature of not more than 80° from June 1st through September 30th of each year (exception, detached single-family homes) and maintain A/C in working order if it is provided by the Landlord;

- Supply and maintain appropriate trash receptacles and pay for their frequent removal. A landlord of a multifamily unit **MUST** pay for trash removal and cannot pass this cost on to the tenant. A landlord of 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 adequate heat as required by the County Housing Code (at least 68°) as well as hot and cold water as reasonably required by the tenant. 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;
- Check all smoke detectors prior to occupancy to assure they are in working order and replace all smoke detectors that are more than 10 years old with a lithium ion sealed 10-year battery operated smoke detector;
- Provide a carbon-monoxide detector if the rental property contains fuel-burning appliances; and
- Install window guards in all multifamily units on all openable windows if there is a child under 11 years of age *OR* on request.

Obligations of Tenants

Tenants must:

- Pay rent timely in accordance with the lease agreement;
- Keep the rental property clean and sanitary;
- Report all defects or problems to the landlord promptly and preferably, in writing;
- Cooperate with the landlord when scheduling repairs and permit access to the landlord for non-emergency repairs when proper notice (at least 24 hours) is given by the landlord;
- Permit access to the landlord for inspections scheduled and required by DHCA Housing Code Enforcement (at least 72 hours' notice);
- Cut grass and weeds periodically and not allow grass and weeds to grow more than 12 inches high (in a single-family rental property);
- Clear the walkway of snow and ice. If required by the lease, the tenant must rake the leaves and clean the gutters (in a single-family rental property);
- 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;
- Not allow any person to willfully destroy, deface, damage, impair, or remove any part of the rental property, equipment, or appurtenances;
- Comply with all other legal provisions contained in the lease; and
- Call 240-777-0311 and report the matter to County Housing Code Enforcement If the landlord fails to make repairs.

Tenant's Rights



Tenants have the right to:

- Review the proposed lease at any location of their choosing, prior to signing the lease;
- Receive a copy of the current Landlord-Tenant Handbook at move-in unless the tenant declines a copy and accepts referral to a copy on the County website;
- A written explanation of the formula and calculation of the allocation of the cost for gas and electric billing in properties built prior to 1978 along with all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions;
- A written explanation regarding the allocation of water if the property is not sub-metered (See page 35, *Amendments to Chapter 29*);
- Have window guards installed in your apartment on all openable windows if you have a child under 11 years old OR on request;
- Receive and sign a Window Guard Lease Addendum at lease signing, lease renewal or with a notice of rent increase;
- Receive at least 90 days' notice of any proposed rent increase or 60 days' notice of landlord's decision not to renew the lease;
- Sublet only with written permission from the landlord if doing so is not specifically prohibited by the rules of home-owner's association, in dwellings where they exist;

- Receive at least 24 hours' notice prior to a landlord, agent, or contractor entering the premises, except in cases of emergency;
- Receive 72 hours' notice prior to annual, biennial, or triennial inspections by County Housing Code Enforcement;
- Make repairs with prior written permission from the DHCA Director or his designee and deduct the cost from the rent (up to one month's rent) if the landlord fails to make required repairs as ordered by DHCA Housing Code Enforcement within the required time frame;
- Give 30 days' notice to vacate if, after 30 days' notice from Housing Code Enforcement, repairs have not been completed (See page 35, *Amendments to Chapter 29*);

- Form, join, meet, or assist one another within or without tenant organizations, to meet and confer with the landlord through representatives of their own choosing;
- Have access to meeting rooms and other areas suitable for meetings within the property during reasonable hours, and notice to the landlord, to hold tenant organization meetings;
- Have the first tenant organization meeting of each month free of any room reservation fees; any subsequent meetings are subject to the regular fee charged for reserving this area by the property;
- Distribute freely and post in central locations of the property, literature concerning Landlord-Tenant issues, if the origin of the literature is properly identified;
- Call the Office of Landlord-Tenant Affairs (240-777-0311) should you have any questions regarding your rights and responsibilities under Landlord-Tenant law;
- File complaints with the Office of Landlord-Tenant Affairs (240-777-0311) individually or as a group; and
- Call 240-777-0311 to file Housing Code Enforcement complaints, which can be made anonymously.

Call the Office of Landlord-Tenant Affairs if you have questions at 240-777-0311. 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 (See page 18, *Return of the Security Deposit*). This booklet has recently been updated and is available on the County's website at www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/publications/ord_wear_tear_eng.pdf

Note: In a single-family rental property, Landlords may only charge \$50 per occurrence for maintenance that is the responsibility of the tenant, up to \$250 per year (e.g., cutting grass, cleaning gutters). Landlords can NOT charge a blanket fee for all maintenance; it conflicts with the County Code. However, in any rental, if a landlord must make a repair for damage caused by tenant negligence, the tenant is liable for the entire cost of that repair.

Helpful Hints

Tenants:

- Use eProperty (www.apps.montgomerycountymd.gov/dhca-eproperty) to find out information about the Landlord and the property condition (See Section III, Application Process);
- Keep the lines of communication with the landlord open. It is much easier to get issues resolved if a spirit of cooperation exists between landlord and tenant;
- Inspect the property with the landlord at move in and make detailed notations of any problems. Take photographs of the property at the beginning and ending of the tenancy;
- Report any maintenance problems promptly to the landlord, put the request for repairs in writing, and keep copies of all correspondence;
- It is wise to consider getting renter's insurance. This insurance is relatively inexpensive and can save a lot of money and aggravation if certain unforeseen problems arise in the rental property (e.g., floods, fire, burglary);
- Always pay the rent on time. Most leases state that 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 rent is paid after the first, it is late;
- The landlord must give the tenant ten days' written notice prior to filing for Failure to Pay Rent. This notice is available through the District Court. If rent is paid within this timeframe, no action will be filed. Untimely rent payments can be the basis for not renewing a lease and can make it difficult to obtain housing in the future;
- Always get a written receipt for rent payments and maintain a record of those payments;
- As a general rule, if you are sued by the landlord, **always go to court**. However, if you have your case number and have paid the rent prior to the court date, call the Landlord-Tenant Clerk at 301-563-8800 to verify that the case has been dismissed. If it has not been dismissed, go to court, and take the receipt for payment of the rent; 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 date of moving. Make written notes regarding the condition of the property and take pictures (See Appendix V, Inspection Report).



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 \$1,000.00.

- If a tenant is age 60 or over, 100% disabled, OR under 60 years old, with a 100% disabled dependent and meets the income guidelines, the tenant may be eligible for this credit.
- If a renter is under the age of 60 who, during the tax year had at least one dependent under the age of 18 living with them AND that tenant did not receive federal or state housing subsidies or reside in public housing AND the combined income of all residents of the dwelling is below the income guidelines, the tenant 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.maryland.gov/realproperty/Pages/Renters%27-Tax-Credits.aspx

Landlords:

- Keep the lines of communication open with the tenant and the tenant community. It is much easier to get issues resolved if a spirit of cooperation exists between landlords and tenants;
- At move-in, inspect the property with the tenant, and make detailed notations of any problems that exist. Take photographs of the property at the beginning and ending of the tenancy;
- Make all requests of the tenant in writing and keep copies of all correspondence;
- Respond to requests from the tenant in a timely manner;
- Keep records of all responses to tenant requests for repairs to the property;
- It is advisable not to let tenants get too far behind in rent payments.
- Always give tenants a written receipt for rent payments and maintain consistent and accurate accounting records of all rental and other payments;
- Remember: rent is due on the first of the month; it is late on the second, however; no late fee can be charged until after the tenth of the month;
- A tenant must be given ten days' written notice prior to filing for Failure to Pay Rent. This notice is available through the District Court. If rent is paid within this timeframe, no action can be filed (*See page 43, Residential Tenants-Access to Counsel*).
- 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. SafeRent Solutions is a service that specializes in collecting and reporting rental information. DHCA does not do credit checks for landlords, however; this service can be accessed through the DHCA at a reduced rate through the Licensing portal, for licensed landlords who own ten or fewer units (*See page 12, SafeRent Solutions*); and,
- Always conduct a final walk-through inspection of the property and try to include the tenant. On receipt of a written request from the tenant that meets the requirements set forth in Security Deposit law, the tenant must be included in the final walk-through inspection (*See Appendix VI, Maryland Security Law*). Make written notes regarding the condition of the property and take pictures.

Remember: *If the tenant has a Housing Choice Voucher (HCV), the landlord can only charge a 5% late fee on the portion of the rent the tenant is responsible for paying, not the entire rent. The landlord can only sue the tenant for their portion of the rent. The tenant is NOT responsible for the Housing Authority's (HOC) portion of the rent.*



Prohibited Actions and Fair Housing Laws

No landlord may evict a tenant without following proper judicial process. If a tenant believes that they are the victim of retaliation, please contact the Office of Landlord-Tenant Affairs. 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.

The Maryland Commission on Civil Rights investigates and conciliates complaints filed under Article 49B. Real Estate Law (BOP, Section 16-526), forbids discriminatory practices by real estate brokers or agents, putting them at risk of losing their license. This law is enforced by the Real Estate Commission.

Section 27-15A of the Montgomery County prohibits a landlord from raising rents for at least seven days during the application period; requires rental applications to contain information regarding record checks conducted by a landlord; prohibits landlords from certain inquiries regarding criminal histories in rental applications; and prohibits consideration of certain arrests and convictions in rental housing decisions. *See page 37, Criminal History and Credit Screenings* or call the Montgomery County Office of Human Rights at 240-777-8450 for more detailed information.

It is unlawful to refuse to make reasonable changes in rules, policies, practices, and services which may be necessary to give a person with a disability an equal opportunity to enjoy and use a dwelling. These "reasonable accommodations" include such things as making an exception to a "no pets" policy for a person who needs a service animal and providing a reserved, designated parking place for a person with a mobility impairment. It is unlawful to refuse to permit a person with a disability to make, at their own expense, such reasonable changes in the premises as may be necessary to permit use and enjoyment of the premises. "Reasonable modifications" include such things as installing grab bars to facilitate use of bathroom facilities or the widening of a doorway to accommodate a wheelchair. Where reasonable, a property owner or manager may require the tenant to restore the interior of the dwelling to its original condition when the tenant moves, normal wear and tear accepted.

Landlords should allow emotional support animals as a reasonable accommodation unless they can prove that the presence of the animal poses an undue hardship. The landlord is entitled to request verification from a doctor/therapist or other licensed or professional person who can document a tenant's need for such an animal. The landlord is NOT entitled to ask a person's particular disability. An emotional support animal, just as a service animal, is not a pet and cannot be charged pet fees. However, the tenant is fully responsible for any damage caused by this animal. For more information, please contact the Montgomery County Office of Human Rights at 240-777-8450 for more detailed information.

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:

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

Remember: An emotional support animal and/or service animal can NOT be charged a pet deposit or pet fees; however, the owner is responsible for any and ALL damage caused by the animal.

II. LICENSING REQUIREMENTS



Before a residential dwelling unit, personal property or multifamily property can be offered for rent in Montgomery County, the owner must obtain a rental facility license from Montgomery County Department of Housing and Community Affairs, Licensing and Registration (Montgomery County Code Chapter 29, Landlord-Tenant Relations).

Any landlord without a Montgomery County Rental License is unable to pursue legal action against a tenant for unpaid rent in the District Court of Maryland and is subject to a civil citation from the Licensing and Registration Unit. Rental property owners cannot be more than 30 days past due on their homeowners or condominium association fees to obtain, renew or maintain a rental license. In addition, rental property owners who live outside Maryland must designate a Legal Agent who lives in Maryland to accept legal documents.

All rental properties built before January 1, 1978, are required to comply with the State of Maryland's Lead Poisoning Prevention Program standards to be licensed. These property owners must provide proof to the Department's Licensing and Registration unit of their registration with the Maryland Department of Environment (MDE) and/or a copy of the MDE Lead Paint Certificate indicating the rental property has passed inspection. For more information on the state's lead poisoning requirements or to schedule an inspection, visit MDE's website at www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx

Montgomery County Department of Housing and Community Affairs, Licensing and Registration issues rental housing licenses for condominiums, accessory apartments, single-family and multi-family properties. Licensing fee requirements are posted on our website at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html

A **Condominium license** is required for:

- Individually owned condominium units in a garden style property;
- Individually owned condominium units in a high-rise building; and
- Piggyback townhouses that share a floor or ceiling with another unrelated dwelling.

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

- Detached single-family homes;
- Structures with at least one outside entrance for occupants; and
- Townhouses or structures that share side or rear walls with another unrelated dwelling.

An **Accessory dwelling unit license** is required for:

- Independent living facility with second, separate cooking, eating, sanitation and sleeping facilities that are in or added to an existing single-family dwelling;
- Independent living facility with second, separate cooking, eating, sanitation and sleeping facilities that are in a separate accessory structure on the same lot as an existing dwelling; and
- Residential unit in or added to an existing single-family dwelling.

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

- Apartment complexes;
- Structures with a common outside entrance for rental units in the same building;
- Structures with units above, below, or next to other rental units; and
- Mobile home park developments.

Rental Housing Licenses are valid for one year from July 1st through June 30th and must be renewed every year the property is rented. The Annual Rental Licensing Fee is due at the time the property is advertised or offered for rent and is not prorated for a partial rental period. Fees may be paid by mail or in-person with a check or money order. Online payments can be made with a credit card or electronic checks.

When the rental property is sold or transferred to another owner or management company, the licensed property owner is required to notify the Department's Licensing and Registration Unit in writing within 10 days of the sale or transfer of ownership. Failure to report changes within this time period may result in a delay in the current Rental Facility License application for a renewal. Transfer rental license fees apply when a licensed property changes ownership.

To apply online for a Single Family, Condominium or Multifamily Rental Housing License, please visit the Department's Licensing and Registration website at www.montgomerycountymd.gov/DHCA/housing/licensing/index.html An AccessMCG account is required to apply online, pay bills or review account information. Step-by-step instructions on how to register for AccessMCG are available online.

To review the requirements and application procedures for an Accessory Dwelling Unit Class 3 Rental License, please visit the Department's website at www.montgomerycountymd.gov/DHCA/housing/licensing/index.html All Accessory Dwelling Unit applications and supporting documentation must be reviewed by Licensing and Registration staff prior to acceptance of applications. Applications may be mailed in or submitted online. An AccessMCG account is required to apply online; and may be used to pay bills or review account information. Step-by-step instructions on how to register for AccessMCG are available online.

For more information on Montgomery County's rental facility license procedures, please visit the Department's Licensing and Registration website at www.montgomerycountymd.gov/DHCA/housing/licensing/index.html call 240-777-0311; write or visit:

Montgomery County Department of Housing and Community Affairs - Licensing and Registration Unit
1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852
Phone: 240-777-0311; Fax: 240-777-3699; TDD: 711

Owners of rental properties located within the city limits of the following municipalities should contact the appropriate municipality directly for specific licensing requirements (see below):

City of Gaithersburg	301-258-6330	www.gaithersburgmd.gov
City of Rockville	240-314-8320	www.rockvillemd.gov/directory.aspx?eid=128
City of Takoma Park	301-891-7255	www.takomaparkmd.gov/government/housing-and-community-development/rental-housing/landlord-tenant-mediation/

Rentals NOT Covered by Chapter 29

- 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 Town of Barnesville, Town of Garrett Park, and Town of Laytonsville;
- Rental properties located in the Incorporated Cities of Gaithersburg, Rockville, and Takoma Park;
- Transient housing: guest room in an apartment, hotel, boarding house, Air BnB's, tourist home, inn, motel, school dormitory, hospital, or medical facility;
- Commercial rental property; and
- Housing operated for religious or charitable purposes.

III. APPLICATION PROCESS



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. This restriction does not apply to senior buildings.

Fees

Application Fee -- A landlord is allowed to charge a prospective tenant a non-refundable application fee. 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.

Trash Fees -- Trash fees cannot be required in multifamily dwellings in Montgomery County. If "valet" trash pick-up is offered, it MUST be optional. Recycling is considered a sub-set of trash collection and as such, a fee for its removal cannot be charged. In single-family rentals NOT located in a County trash collection district, a tenant can be required to pay trash collection charges.

Amenity Fees -- A one-time, non-refundable amenity fee may be charged if an amenity is offered. This information must be included in the lease.

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

Note: *In certain condominium communities, these fees are allowed in the by-laws.*

SafeRent Solutions



Landlords must go to their AccessMCG account using the attached link, www.montgomerycountymd.gov/dhca/housing/licensing/accessmcbg.html. Once the Landlord finds their account information, they should click on the link for SafeRent Solutions and follow the instructions set by SafeRent Solutions. Landlords must make payment to SafeRent Solutions directly and all payments MUST be made by credit card. Landlords who do not have access to a computer may come to DHCA at 1401 Rockville Pike, 4th Floor, Rockville, MD and use the computers in the reception area. Tenants who are rejected based on information contained in a SafeRent Solutions report can obtain a copy of their report, free of charge, by calling SafeRent Solutions at 1-800-811-3495.

For more information regarding SafeRent Solutions, call 1-800-811-3495. If a Landlord has problems navigating the Access MCG website, they can call 240-777-0311 and ask to speak with someone in Licensing and Registration.

eProperty Data Mining



Tenants can research a property using eProperty Data Mining:

www.apps.montgomerycountymd.gov/dhca-eproperty This is a free service provided by DHCA that allows you to look up a property by address, community name or license number to obtain basic information about that property, such as:

- Housing Code Enforcement complaint history;
- Landlord-Tenant complaint history;
- Moderately Priced Dwelling Units (MPDU) status (single family properties);
- Licensing and registration status; and
- Real property tax information.

eProperty also provides links to a property's specific records in the Montgomery County Permitting database, State of Maryland Property tax database, and Montgomery County's GIS database. This tool can give you extensive information about a specific property in one spot and can be accessed directly from DHCA's website at: www.montgomerycountymd.gov/dhca-eproperty

Rental Marketplace



DHCA has developed **Rental Marketplace** which lists location, rent levels and unit sizes reported to DHCA during its Annual Rental Survey. Prospective tenants can visit this website at: www.montgomerycountymd.gov/RentalMarketplace to view this information. The data represents rent information reported for properties from the Annual Rent Survey – it does not represent available units and rents. After identifying properties of interest, prospective tenants should contact each property directly to learn about current availability of units and rents.

IV. THE LEASE



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 provision in the lease that conflicts with state and/or county law is not enforceable. OLTA will review a lease if a tenant believes there is an illegal provision.

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, upon 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 on their web page at www.montgomerycountymd.gov/DHCA/housing/landlordtenant/publications_forms.html 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.

Required Provisions

The law requires that the landlord provide the tenant with a lease which give tenants' their rights in writing at the commencement of the tenancy. These requirements are broken down below for ease of reading. **All leases for residential rental properties in Montgomery County must:**

General lease provisions.

- Offer the tenant an initial term of two years and a two-year term at each renewal unless the landlord has reasonable cause for offering a shorter term. This requirement does not apply to mobile homes and accessory dwelling units. Examples of reasonable cause for offering a lease of less than two years include the sale of the property if settlement is likely to occur within a two-year period; a bona fide contract to sell the property within two years, or a planned conversion to a condominium within a two-year period. If the landlord claims reasonable cause for not offering a two-year lease or two-year lease renewal, the landlord **MUST** attach a statement to the lease explaining the reasonable cause which also advises the tenant of their right to challenge the cause by filing a complaint with this Office; 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 all agreements not in the initial lease be put in writing and attached as addenda to the lease;

- Require the landlord give a tenant 90-days' notice for any proposed rent increase or lease renewal;
- Require a plain language summary be attached to the lease which contains: the term of the lease; the amount of the rent; the date rent is due; tenant's responsibility for utilities, if any; a list of any additional tenant rights and responsibilities under the lease; and information about services available to tenants from this Office and the Commission on Landlord-Tenant Affairs; and
- Require a Window Guard addendum be attached to the lease advising tenants of their right to have a window guard at each openable window if the tenant lives above the ground floor, has children under 11 years of age, or on request.

Tenants' Rights.

- 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 facility 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*);
- Notify all new tenants that they are entitled to a copy of the Landlord-Tenant Handbook and that the Landlord-Tenant Handbook is available on DHCA's website, www.montgomerycountymd.gov/dhca-landlordtenant The landlord must provide a copy of the Landlord-Tenant Handbook unless the tenant signs a statement declining a hard copy and accepting referral to the Landlord-Tenant Handbook maintained on the DHCA website; and
- Contain a notice to the tenant that general information and assistance regarding evictions and any addenda to the lease is available from DHCA when issuing a notice to vacate, notice of past due rent or beginning any judicial proceeding to regain the leased premises.

Maintenance/Access provisions.

- Acknowledge the landlord's liability for damage caused by their 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 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;
- Permit the landlord to enter the property, after providing the tenant with at least 24 hours' notice, to make repairs, supply services, or show the apartment to prospective buyers or tenants.
- A tenant may not unreasonably deny the landlord access to the rental property as this may be construed as a breach of the lease agreement;
- In cases of emergency, or when the landlord has good cause to believe the tenant may have damaged the property, no notice is necessary prior to Landlord's entry;
- Allow the landlord to enter the property after due notice (72 hours) when the landlord is required by DHCA to provide access for an inspection required under County law;

Notice/Termination provisions.

- Require the landlord to give the tenant 10 days' written notice of their intention to file a Failure to Pay Rent action, which form is available through the District court (See *page 43, Residential Tenants-Access to Counsel*)
- Require that the landlord give the tenant a written notice to vacate;
- Require the landlord to give the tenant sixty days' written notice of their intention to terminate the tenancy at the expiration of the lease if the landlord does not intend to offer a renewal of the lease;

- Allow the tenant to terminate the lease with 30 days' written notice to the landlord due to: an involuntary change of employment from the Washington Metropolitan area; death of a major wage earner; unemployment; tenant or tenant's child being a victim of domestic violence; a landlord harassing the tenant or violating the tenant's privacy rights; the tenant or tenant's spouse being 62 or older, no longer able to live independently, and needing to move to a nursing home or other senior housing; tenant being incarcerated or declared mentally incompetent; or for any other reasonable cause beyond the tenant's control. 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;
- Allow the tenant to terminate the lease if after 30 days' notice from Housing Code Enforcement, the landlord has failed to make repairs which are deemed by DHCA to be a threat to the health and safety of the tenant. Tenants who terminate using this provision must first obtain permission from DHCA and may not be charged a termination fee;
- If the landlord does not give the tenant a notice to vacate, the tenant becomes a month-to-month tenant at the expiration of the lease (*See page 26, Month-to-Month Tenancy*).

Payment provisions.

- Limit penalties for late rent payments to no more than 5% of the monthly rental amount and not allow late charges to be added until the rent is more than 10 days late;
- Require the landlord to provide written receipts for all payments made by the tenant in cash or by money order, including rent and security deposit payments, or upon request;
- State the specific obligations of landlords and tenants for payment of heat, gas, electricity, water, and sewer charges;
- Require that all security deposits be handled per the Real Property Article of the Annotated Code of Maryland (*See Appendix VI, Maryland Security Deposit Law*);
- 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;

Prohibited Provisions

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

- Require a tenant to agree to a confessed judgment. A confessed judgment is a written agreement whereby the tenant admits liability and accepts the amount of agreed upon damages that must be paid to the landlord prior to any court action which forfeits any of the tenant's rights to dispute a claim in the future.
- 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
- Increase rent more than once in a twelve-month period.

RUBS - Ratio Utility Billing Systems

Effective January 1, 2004, the Montgomery County 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**.

RUBS formulas can also be used for gas and electric billing in units that were built prior to 1978 (See *Appendix II, RUBS*). After 1978, the Maryland Public Service Commission requires that each unit be individually metered if a tenant is to be billed for gas or electricity. Chapter 29 now requires landlords of buildings constructed prior to 1978 which are not individually metered, provide tenants a written explanation of the formula and calculation of the allocation of the cost for gas and electric billing in these properties along with all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions. A landlord using RUBS for water billing can only charge a \$1.00 processing fee each month if the unit is not sub-metered.

Be advised that your utility bill may fluctuate using a RUBS system even though your consumption is the same or lower, simply because it is being divided among ALL residents at the property.

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 (normal wear and tear accepted), 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 by filing a complaint with the Office of Landlord-Tenant Affairs.

The landlord must give the tenant a written receipt for payment of a security deposit. The receipt must inform the tenant of their rights under Section 8-203, Security deposits of the Real Property Article, Annotated Code of Maryland, 2015, 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:

- Their 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. The tenant must request an inspection by certified mail within 15 days of the tenant's occupancy;
- Their 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;
- Their 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.

The landlord's failure to comply with this requirement forfeits their right to withhold any portion of the security deposit for damages and may result in the awarding of treble damages. However, damages are **NOT** automatically awarded by the Commission on Landlord-Tenant Affairs and **cannot** be awarded by the staff of the Office of Landlord-Tenant Affairs.

DHCA strongly recommends that both parties inspect 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. OLTA strongly encourages the use of the Inspection Report in this Handbook (See *Appendix V, 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 hold 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. All security deposits received or held on or after that date accrue interest at a rate of 3% simple interest per year. Effective January 1, 2015, the interest on security deposits was reduced from 3% simple interest per year to the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater. *Security deposits paid prior to January 1, 2015, accrue interest at the rate in effect when they were paid to the landlord until the date the law changed.* The security deposit will accrue interest in six-month intervals. For any year in which the landlord has held the security deposit for less than the full year, the landlord shall pay an amount of interest calculated by:

1. Multiplying the amount of the deposit by the daily U.S. Treasury yield curve rate for 1 year that was in effect as of the first business day of that calendar year, or 1.5%, whichever is greater; and
2. Multiplying the result obtained under item 1 of this subparagraph by a fraction, the numerator of which is the number of months that the deposit was held that year and the denominator of which is 12.

The Department of Housing and Community Development (DHCD) for the State of Maryland maintains on its Web site:

1. A list of daily U.S. Treasury yield curve rates for 1 year, as of the first business day of each year, to be used in calculating the interest on a security deposit; or
2. A customized calculator that calculates the interest due on a security deposit by allowing a user to enter a tenancy start date, a tenancy end date, and the amount of the security deposit.

A landlord is entitled to rely on the list of yield curve rates, or the customized calculator maintained by DHCD under Section 8-203, subsection (k) of the Real Property Article, Annotated Code of Maryland, 2015 as amended, when calculating the interest on a security deposit paid on or after January 1, 2015 (See *Appendix V, Maryland Security Deposit Law*). The calculator can be found at: www.dhcd.maryland.gov/Pages/RSDCalculator/Default.aspx

Please call the Office of Landlord-Tenant Affairs at 311 (within the County or 240-777-0311 outside the County) if you have more questions or send us an email at: olta.intake@montgomerycountymd.gov

Inspection

When a tenant vacates a rental property, DHCA strongly encourages that both landlord and tenant inspect the property together for damage. If a tenant wishes to require the landlord to be present for this inspection, **the tenant must:**

- Send a written notice to the landlord by certified mail;
- Send the notice to the landlord at least 15 days before the move-out date; and
- 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; and
- 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. DHCA also recommends that the landlord and the tenant, if present, take time and date stamped photographs of the rental property 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 should be signed by both parties (See *Appendix V- 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 at www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/publications/ord_wear_tear_eng.pdf. Ordinary wear and tear is defined as *deterioration that occurs without negligence, carelessness or abuse of the premises, equipment, furnishings or appliances by the tenant, a member of the household or other persons on the premises with their consent.*

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 their 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 they must comply with all the requirements regarding the return of the security deposit;
- If a tenant breaches the lease agreement by moving prematurely, they must write to the landlord and request the return of the security deposit within 45 days after vacating the rental property in order to preserve their rights security deposit law. This request must be made by certified mail. Absent a written request, the landlord is not obligated to comply with the 45-day timeline; however, the landlord must still account for the security deposit as required by law.

Security/Surety Bonds

Sometimes, in lieu of paying a security deposit, a landlord may suggest a tenant purchase a surety/security bond as an inexpensive alternative to the traditional security deposit. While a surety/security bond is generally much less expensive than a security deposit, there are some basic things tenants should know:

- A surety/security bond is insurance for the **landlord** to protect 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 landlord cannot require a tenant to purchase a surety/security bond;
- The landlord is not required to consent to the purchase of a surety/security bond by the tenant;
- A surety/security bond cannot total more than two months' rent;
- If a tenant purchases a surety/security bond and pays a security deposit, the collective total cannot exceed two months' rent;
- A tenant purchasing a surety/security bond must be informed in writing that:
 - > The surety/security bond is not refundable;
 - > The surety/security bond is not insurance for the tenant;
 - > The surety/security bond is being purchased to protect the landlord against loss due to 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 tenant may be required to reimburse the surety for amounts the surety paid to the landlord;
 - > Even after purchase of the surety/security bond, the tenant is responsible for payment of 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; and,
 - > If the surety fails to comply with the provisions above, the surety forfeits the right to make any claim against the tenant under the surety/security bond;
- A tenant has the right to pay the landlord directly for any damages or use the tenant's security deposit, if any, before the landlord makes a claim against the surety/security bond and
- At least 10 days before a landlord makes a claim against a surety/security bond, the landlord shall send the tenant, by first-class mail directed to the last known address of the tenant, a written list of the damages to be claimed and a statement of the costs actually incurred by the landlord.

For full information on surety/security bonds, see *Appendix VI, Maryland Security Deposit Law*.

VI. NOTICES



Notice of Rent Increase

- A notice of rent increase must be in writing and delivered to a tenant at least 90 days prior to the effective date of the rent increase;
- A notice of rent increase for a 2-year renewal of the lease must contain information on the rent for both years within that notice;
- This notice must correspond with the rent payment cycle; for example, a 90-day notice of rent increase given by a landlord on March 29 (before the rent due date of April 1) would take effect on July 1. Similarly, a 90-day notice given by a landlord on April 2 (after the rent due date) would not take effect until August 1;
- A tenant may receive only one rent increase in a 12-month period; and,
- Although there is no rent control in Montgomery County, with the exception of the City of Takoma Park, 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-landlordtenant. DHCA strongly encourages landlords to adhere to this guideline.

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, can be found on our webpage at www.montgomerycountymd.gov/dhca-landlordtenant/housing/landlordtenant/voluntary_rent_guideline.html;
- 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.
- The notice must correspond with the rent payment cycle; for example, a 90-day notice of a rent increase given by a landlord on March 29 (before the rent due date of April 1) would take effect on July 1. Similarly, a 90-day notice given by a landlord on April 2nd (after the rent due date) would not take effect until August 1st.

The landlord should also advise the tenant that if they do not wish to renew the lease or pay the rent increase, they must give a 60-day written notice to vacate. A model rent increase notice is available on our website at:

www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/forms/notice_rent_increase.pdf

Quit and Vacate Notices

- Must be in writing. This applies to both landlords and tenants;
- 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 due date, except in cases of breach of lease or early termination by tenant for reasons beyond a tenant's control; 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."*

At the end of a long-term lease (more than month-to-month), if the landlord does not want to renew a tenant's lease, they must give the tenant sixty days' written notice to vacate in both single family and multi-family properties.

Month-to-month tenants in multi-family units are entitled to at least sixty days' notice from the landlord, except in cases of breach of lease. Month-to-month tenants in multi-family units are generally required to give at least sixty days' notice to vacate. Tenants must consult their leases for a definitive answer. Month-to-month tenants in single-family units are entitled to sixty days' notice and must give notice to the landlord in accordance with the lease. The landlord cannot require a longer notice period from the tenant than the one they must give. The landlord is not required to state a reason for the notice.

Tenants who receive or give notice to vacate and fail to leave in accordance with that notice become tenants holding over and can be sued by the landlord in District Court. Tenants can be evicted for holding over and may be liable for costs incurred by the landlord as a result of their failure to vacate (*See page 25, Once Notice to Vacate is Given*)

A notice to vacate can be issued to a tenant during the lease term if 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. A tenant who has breached the lease may not be evicted by the landlord without exercising proper judicial process.

Remember: A notice to vacate is NOT an eviction notice. You can only be evicted by an order from the court, in the presence of the Sheriff.

Notice of Defects

When a tenant notifies the landlord of a defect in the property or requests repairs, DHCA highly recommends that this request be in writing. The landlord must make the repairs in a reasonable time period. 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. Tenants calling 311 should request and record their tracking number.

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.

VII. TERMINATING THE LEASE



How to Give Proper Notice

Landlords:

- Put the notice in writing;
- State the exact date by which the property is to be vacated;
- Provide the tenant written notice on or before the rent payment due date, except in cases of breach of lease; 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;
- Provide the landlord written notice on or before the rent payment due date except in cases of early termination for reasons beyond a tenant’s control. 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 a tenant holds over. By staying into the next month, a tenant is liable for the entire month’s rent, unless the landlord gives written permission to the contrary.

Notice Period

The length of notice depends on the terms of the lease and the reason for leaving.

- At the end of a long-term lease, if the landlord does not want to renew a tenant’s lease, they must give the tenant sixty days’ written notice to vacate in both single family and multifamily properties.
- Landlords of month-to-month tenants in multi-family units are required to provide at least sixty days’ notice to the tenant, except in cases of breach of lease;
- Month-to-month tenants in multi-family units are generally required to give at least sixty days’ notice to vacate. Tenants must consult their leases for a definitive answer as a lease may provide for a longer or shorter notice period;
- Landlords of month-to-month tenants in single-family units are also required to provide sixty days’ notice to the tenant;
- Month-to-month tenants in single-family units must consult their leases for a definitive answer as a lease may provide for a shorter notice period; and
- 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 must correspond with the rent payment cycle; for example, a sixty day notice to vacate given by a landlord on March 29 (before the rent due date of April 1) would expire May 31st. Similarly, a sixty day notice given by a landlord on April 2nd (after the rent due date) would not expire until 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 30-day written notice to vacate. This notice does not have to coincide with the rent payment cycle. 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;
- tenant or tenant’s child being the victim of domestic violence (*See page 42*);
- a landlord harassing the tenant or violating the tenant’s privacy rights;
- the tenant or tenant’s spouse being 62 or older, no longer able to live independently, and needing to move to a nursing home or other senior housing;
- tenant being incarcerated or declared mentally incompetent; or
- any other reasonable cause beyond the tenant’s control.

The tenant should be prepared to explain the specific circumstances in the notice to vacate and provide evidence to substantiate the reasons at the time the notice is given. The tenant is responsible for rent through the notice period. Under these circumstances, the tenant may be liable for a termination fee not to exceed one month’s rent or actual damages sustained by the landlord as a result of the breach, whichever is less. A tenant may also terminate the lease if after 30 days’ notice from Housing Code Enforcement, the landlord has failed to make repairs which are deemed by DHCA to be a threat to the health and safety of the tenant. Tenants who terminate using this provision must first obtain permission from DHCA and may not be charged a termination fee.

“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, DHCA strongly recommends that they 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 re-possess 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 Real Property Article of the Annotated Code of Maryland). 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 to the court 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 and does not sign another long-term lease or receive an offer for one, is considered a month-to-month tenant. All the provisions of the lease still apply, except that the rental agreement is automatically renewed monthly. 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 to terminate the tenancy. Landlords of multi-family properties are required to give month-to-month tenants sixty days written notice to vacate. Landlords of single-family rental properties are also required to give month-to-month tenants sixty days' notice to vacate. A landlord cannot require a tenant to give more notice than they are required to give. 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 renewal 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 they move 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*). The tenant is responsible for paying rent during this period. If a landlord cannot fulfill their obligations to the next tenant, with whom they have a signed lease, because the current tenant remained in the property after the notice period, the landlord and the new tenant both may take an 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 their 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 their 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.

Note: *Always keep a copy of the Notice to Vacate for your records.*



Landlords or 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 without 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/Resources/Files/housing/landlordtenant/forms/complaint_form.pdf
2. On the complaint form, provide the following information:
 - Your name, address, daytime and evening telephone numbers and email address;
 - The name, address, daytime telephone number and email address 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; however, an urgent matter may be filed immediately. 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, we will send an acknowledgement letter, giving the case number and the name of the Landlord-Tenant Affairs Investigator assigned to the case.

The Complaint Process

The Investigator acts as a factfinder and examines relevant documents. Both parties are interviewed as the Investigator works to determine whether there has been a violation of Landlord-Tenant law. The Investigator attempts to conciliate the dispute between the parties. To resolve a complaint, the Landlord-Tenant Investigator will gather relevant information, and schedule a conciliation conference with both the landlord and tenant in attendance, in person or by telephone.

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 composed 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 on a specific case 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. These decisions are at the **sole** discretion of the Commission. Hearings are usually conducted by a panel of three Commissioners, one representative from each category. The 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 discusses the facts of the case; makes a determination and documents the decision in a written Decision and Order. The Commission can order any or all 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 wrongfully withheld;
3. A penalty up to three times the amount of the deposit unreasonably withheld;
4. Return of all or part of any rent already paid to the landlord;
5. An award of up to \$2,500.00 for damage or loss incurred by a tenant;
6. A reasonable expenditure for temporary or substitute housing;
7. An order allowing a tenant to correct the condition that constitutes the defective tenancy and abate the tenant’s rent in an amount equal to the reasonable cost incurred by the tenant; and
8. After a finding of retaliatory or illegal eviction, reasonable attorney’s fees incurred by the tenant up to \$1,000.00.

The Commission can order either or both 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, they 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/housing/landlordtenant/colta/decisions_orders.html

IX. COURT ACTIONS – EVICTIONS



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 they believe 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 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 themselves to potential criminal prosecution and substantial civil liability. If a landlord is threatening to enter the property without the tenant's consent or remove their belongings, the tenant should call the police non-emergency number at 301-279-8000 or 911 if they fear for their safety. If the landlord attempts to evict you without going through the court process, contact the Office of Landlord-Tenant Affairs immediately at 240-777-0311.

Failure to Pay Rent

Rent is defined as payment for the tenant's use, possession, and enjoyment of rental property. Rent is generally paid monthly. 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, they do not have the right, with the exception of a legitimate rent escrow action or implementation of repair and deduct with the consent of DHCA, 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 by law to promptly give the tenant a written receipt for the payment of rent in cash or by money order and upon request. Before initiating a suit for Failure to Pay Rent, the landlord must give the tenant a written ten day notice of their intention to file. This form, "*Notice of Intent to File a Complaint for Summary Ejectment*" is available through the District court.

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

Initiating an Eviction for Failure to Pay Rent (FPR)

Landlord:

- Files a *Failure to Pay Rent* action in the District Court of Maryland **after** giving the tenant "*Notice of Intent to File a Complaint for Summary Ejectment*" and waiting ten days: www.mdcourts.gov/sites/default/files/court-forms/dccv115.pdf
- States the amount of rent due, including late fees and any court awarded costs.
- Requests a judgment for repossession of the property and/or payment of rent due.
- Must certify that the property is currently registered with Maryland Department of the Environment's Lead Rental Registry (for properties built prior to 1978) and give the certificate number.
- Must also certify whether the tenant(s) is/are in active military service (DOD website: www.scra.dmdc.osd.mil/scra/#/home)
- Must provide a current rental facility license number from DHCA.

Scheduling a hearing and Issuing a summons

District Court:

- Court clerk schedules a hearing and issues the tenant a summons to appear in court which is forwarded to the Sheriff's Office for service.

Sheriff:

- Mails one copy of the summons to the tenant by first class mail and 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.

Tenant and Landlord:

- If the tenant appears in District Court, they have the right to present 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.
- If the tenant fails to appear, the Court will likely award a default judgment for the landlord to repossess the rental property.
- If the landlord or agent fails to appear, the Court will likely dismiss the action;
- If either party disagrees, they have the right to appeal the judgment to the Circuit Court within four days of the judge's ruling.

Scheduling an Eviction

Landlord:

- 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;
- On receipt of the Warrant of Restitution from the clerk, the landlord contacts the Sheriff to arrange a date and time for the eviction.

Court Clerk:

- Mails a copy of the Warrant of Restitution to the tenant, the landlord, and the Sheriff's Office by the Court clerk.

Sheriff:

- 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.

Tenant:

- If a tenant receives a Warrant of Restitution, they can call the Sheriff's office (240-777-7130) to see whether an eviction has been scheduled. The Sheriff **will not** provide the specific date and time.

Executing an Eviction Order

Sheriff:

- The Sheriff must be present for an eviction.

Landlord:

- The Landlord is responsible for removing the tenant's possessions from the property and placing them in the closest public right of way.

Tenant:

- Tenant can prevent an eviction in most cases 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.

Multiple Judgments

Tenant:

May be evicted the first time the landlord files an action for nonpayment of rent against them if the tenant does not pay when, or before, the Sheriff arrives to carry out the eviction

Landlord:

If three judgments for unpaid rent have been entered against a tenant in the 12 months 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.

Tenant and Landlord:

If a Judgment Absolute is entered, payment of overdue rent will not prevent an eviction

Other Court Actions

Breach of Lease (BOL)

- Filed when there is a significant violation of the lease terms.
- A tenant should correct the breach if possible and document it so they can prove to the Judge it has been done
- Follows the same process as Failure to Pay Rent with the following exceptions:
 - Appeal period is 10 days; and
 - Payment of overdue rent will not prevent an eviction

Tenant Holding Over (THO)

- Tenant Holding Over refers to a tenant who unlawfully remains in the rental property after receiving or issuing a notice to vacate. If the landlord files a Tenant Holding Over action against a tenant after giving proper notice to vacate or a tenant has given the landlord notice to vacate and has not moved, it will be very difficult for the tenant to prevail.
- If a tenant believes that a notice to vacate was issued in retaliation because they filed a complaint with the County or had some disagreement with management, the tenant must have documentation or witnesses and present those in court, to prove their allegations. Filing a complaint with Landlord-Tenant Affairs in these instances will allow OLTA staff to work with the landlord and tenant to mediate the dispute.

Follows the same process as Failure to Pay Rent with the following exceptions:

- > Appeal period is 10 days; and
- > Payment of overdue rent will not prevent an eviction



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 Housing Code Enforcement staff. Under very specific circumstances, which closely mirror the Rent Escrow requirements, a tenant can make repairs with the written approval of the DHCA Director and deduct the cost from the rent (up to one month's rent) if the landlord fails to make required repairs as ordered by DHCA within a required time frame. Section 8-211(e) of the Real Property Article of the Annotated Code of Maryland, defines serious defects and conditions as follows:

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 and 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 is put on notice and 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. A tenant can raise the issue of health and safety issues at the property as a defense in a Failure to Pay Rent action and the Judge may consider the request as a rent escrow action and ask that Housing Code Enforcement conduct an inspection to verify such claims. However, to pursue a rent escrow action, the tenant would be required to pay into court the amount due under the lease or such amount as the court to pursue determines. Should Housing Code Enforcement find there are no violations that rise to the level of threats to health and safety, the case would proceed as any other Failure to Pay Rent action. To ensure the condition of the rental unit is 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 and the Judge would generally try the cases together. 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.

APPENDICES



APPENDIX I. Amendments to Chapter 29, Landlord - Tenant Relations

The County Council has made several amendments to Chapter 29, Landlord-Tenant Relations of the Montgomery County Code. Below are the most recent amendments to the Chapter.

Inspections (Housing Code Enforcement)

- Multifamily properties in the County must be inspected at least once every 3 years. Depending upon the outcome and subsequent upkeep of the property, those inspections can be required on a more frequent basis;
- Housing Code Enforcement will inspect at least 25% of units per complex. For properties identified as Troubled Properties, DHCA inspects 100% of the units;
- The tenants will receive notice of the upcoming complex inspection at least 72 hours prior to the scheduled inspection;
- Properties found to have: an infestation of greater than 20% of the units inspected; contain extensive visible mold; windows preventing the save means of egress; recurring water leaks resulting in chronic dampness; mold growth damaging personal property; and lack of working utilities, not shut off by tenants, will result in an automatic annual inspection schedule. The severity of violations will be considered when deciding to schedule future annual or inspections;
- Properties placed on an annual inspection schedule will be required to submit to DHCA quarterly, all maintenance complaints received from tenants and to develop and implement a corrective action plan to address the building and maintenance deficiencies at their property;
- If the landlord fails to correct cited violations within the timeframe specified by the Department, the Director may authorize the tenant to have the violation corrected by a licensed contractor selected from a list of contractors maintained by DHCA. The reasonable cost of the repair, up to the amount of one month's rent, can be deducted from the tenant's rent. In the alternative, revocation of the rental license may be initiated. The execution of this option is contingent upon written approval from the Department which must be obtained prior to a tenant executing these corrective measures; and
- Executive regulation COMCOR 29.22.01 Repair and Deduct, outlines the specifics for tenants and landlords regarding the use of this provision.

Landlord-Tenant

Tenants:

- A tenant may now terminate a lease early for circumstances beyond their control, for the following reasons: tenant and/or tenant's child being a victim of domestic abuse; a landlord harassing or violating a tenant's privacy rights; tenant or tenant's spouse being age 62 or older, tenant no longer able to live independently and needing to move to a nursing home or other senior facility; tenant being incarcerated or declared mentally incompetent; or other reasonable cause beyond a tenant's control;
- In addition, a tenant may terminate the lease with 30 days' notice if the landlord fails to correct a condition that is a threat to the health and safety of the tenant, within 30 days after being put on notice by Housing Code Enforcement. If Housing Code Enforcement determines that the condition has not been corrected, the tenant may exercise this option, provided the tenant has allowed the landlord access to make repairs. A tenant who fails to allow the landlord access to make repairs loses the right to exercise this option. If a tenancy is terminated using this provision of the law, no termination fee can be charged.
- The tenant must be informed that they are entitled to a hard copy of the Landlord-Tenant Handbook or the tenant can sign a statement acknowledging that they refused a hard copy of the book and were referred to the Landlord-Tenant Handbook maintained on the County's website, at the signing of a new lease;
- Tenants paying for gas and/or electricity in a building built prior to 1978 must be given all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions governing electric and gas sub-meters and energy allocation systems; and,
- The tenant can make repairs with permission of the DHCA Director and deduct the cost from the rent (up to one month's rent) if the landlord fails to make required repairs as ordered by DHCA within a required time frame;

Landlords:

- The landlord must attach to the lease a plain language summary of tenant's rights and responsibilities, approved by the Director, that includes at a minimum: the term of the lease; the amount of the rent; the date rent is due; the tenant's responsibility for utilities, if any; a list of additional tenant rights and responsibilities under the lease; and information about services available to tenants from DHCA and the Landlord-Tenant Commission. This summary must be included with all leases and renewals;
- The landlord must offer each lease for an initial term of 2 years. At lease renewal, the landlord must also offer a 2-year lease, unless the landlord has reasonable cause to offer a different term. Reasonable cause is defined as a situation whereby a 2-year lease would cause undue hardship or expense for a landlord. For example, sale of the unit with settlement likely to occur within 2 years. The landlord must attach to the lease a statement explaining the reasonable cause and advising the prospective tenant of their right to challenge the cause by filing a complaint with DHCA;
- Unless a tenant is in breach of the lease, if a landlord does not intend to offer an existing tenant a renewed lease term, the landlord must give the tenant 60 days' notice to vacate at the expiration of the lease;
- Landlords must display a sign in the lobby, vestibule, rental office, or other prominent public place on the property that includes information regarding filing a complaint under this Chapter and prohibited retaliatory practices under this Chapter. This information must be provided in English, Spanish, French, Chinese, Korean, Vietnamese, and other languages as deemed necessary by the Director;
- Landlords must allow tenant organizations to use available meeting rooms on the property to discuss Landlord-Tenant issues. The first meeting of each month must be free. Thereafter, tenant organizations must pay whatever fee is required for the rental of meeting rooms;

- In addition to the remedies the Commission on Landlord-Tenant Affairs can already award, they can now issue an order for a tenant to correct the condition that constitutes a defective tenancy and abate the tenant's rent in an amount not to exceed 3 months' rent;
- The Director must publish the data collected in the annual rental housing survey on DHCA's website and list all rentals of 2 or more units by unit type and building type; and
- Landlords must now give 90 days' written notice of any proposed increase in rent.

Bill 18-19 Relocation Expenses

This amendment to Chapter 29 requires a landlord to pay relocation expenses to a tenant if the housing is condemned as being unfit for human habitation through no fault of the tenant. A tenant who is permanently displaced (required to vacate their housing for 30 days or more) is entitled to the return of their security deposit plus any accrued interest, any pro-rata rent for that month plus the greater of three months' fair market rent or tenant's lease rent, within 72 hours of the posting of the condemnation. A tenant who is temporarily displaced (required to vacate their housing for less than 30 days) is entitled to alternative, safe, legal, and comparable housing of equivalent value along with moving expenses to that housing and back to the original housing. In addition, a permanently displaced tenant is entitled to first right to reoccupy the condemned housing once repairs have been completed.

Bill 24-19 Air Conditioning

This amendment to Chapter 29 requires a landlord to provide air conditioning in all rental housing, with the exception of a detached single-family home or a dwelling located on a site listed in the National Register of Historic Places. This amendment requires air conditioning be provided between June 1st and September 30th each year and be capable of maintaining a temperature of not more than 80°. This can be provided by a central A/C system or with individual A/C units. The tenant can elect not to have an A/C unit installed or provided if:

- it requires one or more individual A/C units controlled by the tenant;
- there is an addendum to the lease which specifies that additional rent would be required if A/C were provided;
- acknowledges that the tenant was offered and rejected A/C; and
- acknowledges that the tenant has been informed of their right to file a complaint with DHCA.

A landlord may apply to the Director of DHCA for an extension of up to six months to comply with the requirements of this amendment if the landlord must make electrical upgrades to the rental property to comply or making the upgrades would cause severe financial hardship. This bill does not affect any lease provision requiring a tenant to pay for gas or electricity used by the tenant. This bill took effect on or about June 1, 2020. For more information, call 240-777-0311.

Bill 49-20 Fair Criminal History and Credit Screenings

This bill is primarily an amendment to Chapter 27, Human Rights and Civil Liberties, but it does amend Chapter 29 by reference. This law took effect July 20, 2021, and it:

- prohibits a landlord from raising rents for at least seven days during the application period;
- requires rental applications to contain information regarding record checks conducted by a landlord;
- prohibits landlords from making certain inquiries regarding criminal histories in rental applications; and
- prohibits consideration of certain arrests and convictions in rental housing decisions.

Chapter 29 requires that these prohibitions be given with each lease. The Addendum to the Rental Application (Criminal History and Background Screening) is available on our website at

www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/forms/rental_appl_a_dnm_criminal_hist.pdf. For more information regarding this bill, call the Montgomery County Office of Human Rights at 240-777-8450.

Bill 51-20 Window Guards

This amendment to Chapter 29 requires all multifamily landlords to place window guards at all openable windows above the ground floor if you have children under 11 years old or on request. These window guards must be installed and maintained by the landlord, at the landlord's expense. Tenants must inform the landlord promptly of any problems with the devices.

A Window Guard Addendum must be included at every lease signing, lease renewal and notice of rent increase. This information must be included in every lease. A copy of the addendum is located at www.montgomerycountymd.gov/DHCA/housing/landlordtenant/window_guards.html

For more detailed information, visit our website at www.montgomerycountymd.gov/dhca-landlordtenant

APPENDIX II. LAWS YOU SHOULD KNOW

RUBS – Ratio Utility Billing Systems

Most apartment complexes in Montgomery County are not individually metered for water and sewer service. 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 allows landlords to allocate the cost of water and sewer service to tenants.

Major aspects of the RUBS Regulation:

- Common area usage such as (pools (10%), laundry rooms (10%), and irrigation systems (15%)), must be deducted before calculating individual tenants' 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 approved formulas are:
 - Total WSSC bill for month – common area usage ÷ total number of occupants in all rental units at the beginning of the billing cycle:
 1. Multiplied by the number of occupants in the tenant's rental unit at the beginning of the billing cycle (*e.g., in a 4-person household: \$2,000-\$300=\$1,700÷200=\$8.5x4=\$34*)
 - OR
 2. Multiplied by the ratio formula which assigns a fractional portion per occupant as determined by the number of occupants in the tenant's rental unit at the beginning of the billing cycle: (1 occupant=1; 2 occupants=1.6; 3 occupants=2.2; 3+ occupants=2.2+0.4 for each additional person)
(*e.g., in a 4-person household: \$2,000-\$300=\$1,700/200=\$8.5x2.6=\$22.10*)
- The landlord must pro-rate a tenant's bill if they vacate 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 monthly;
- 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 they are overbilled;
- The tenant has the right to dispute a bill. Any dispute must be in writing. Upon 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 of 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:

http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:montgomery_co_md_mc

Security Deposit Interest

§ 8-203(e)(1) *Return of deposit to tenant; interest.* The interest due on security deposits is the daily U.S. Treasury yield curve rate for one year, as of the first business day of each year, or 1.5%, whichever is greater. The security deposit will accrue interest in six-month intervals. For any year in which the landlord has held the security deposit for less than the full year, the landlord shall pay an amount of interest calculated by:

1. Multiplying the amount of the deposit by the daily U.S. Treasury yield curve rate for one year that was in effect as of the first business day of that calendar year, or 1.5%, whichever is greater; and
2. Multiplying the result obtained under item 1 of this subparagraph by a fraction, the numerator of which is the number of months that the deposit was held that year and the denominator of which is 12. (See *Section V, Security Deposits* for more information).

Lead Paint

Owners of rental properties built before 1978 are subject to requirements regarding lead-based paint under Maryland State and Federal law. Unless a pre-1978 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.

All housing built in or 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 their property.

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

Military Clause (U.S. Service Members Civil Relief Act - SCRA)

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 the tenant is in military service and showing necessary facts to support the affidavit; or,
- (B) File an affidavit stating that they are unable to determine whether the tenant is in military service.

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

Foreclosure and Tenants

Pursuant to Section 7-105.8, *Real Property Article, Annotated Code of Maryland*, tenants have rights in Maryland when renting properties that go into foreclosure. Maryland state law requires that bona fide tenants of residential property are entitled to at least 90 days' notice before termination of the tenancy. A tenancy is considered "bona fide" only if: (a) the tenant is not the child, spouse, or parent of the original landlord; (b) the lease transaction was made at arm's length; and (c) the rent is not substantially less than fair market rent for the property (unless the unit's rent is reduced or subsidized due to a federal, State, or local subsidy).

Maryland's notice statute requires that the foreclosing entity send notices to "occupants" twice prior to the foreclosure sale. Each notice must inform occupants that renters likely have rights under their lease and must receive a 90-day notice to vacate from the new owner.

After the foreclosure sale, only the new legal title holder may send a tenant a 90-day notice to vacate. This notice must: (1) be in writing; (2) be sent by first-class and certified mail, return receipt requested; (3) state the date on which the notice is being given; (4) state the date on which the termination of the tenancy is effective; and (5) state the basis for termination - the termination is the expiration of the lease term, sale of the property to a purchaser who will occupy the property as a primary residence, or termination of a month-to-month tenancy. The 90-day notice and lease survival protections apply to all bona fide tenants who signed leases prior to transfer of legal title to the foreclosure sale purchaser.

During the foreclosure process, tenants are still legally obligated to pay rent or risk eviction, however; a purchaser of a one to four-unit property at foreclosure may not collect any rent from tenants unless the purchaser first inquires whether the property is renter-occupied and provides the tenants with contact information of the purchaser or the property manager that is hired to manage the property. If the purchaser fails to give such notice, the purchaser waives the right to collect rent until the notice defect is corrected.

The landlord is still obligated to maintain the property in accordance with applicable law and the tenant can file complaints with Housing Code Enforcement if they fail to do so. A tenant is entitled to the return of their security deposit from the former landlord and has the right to file suit against the landlord in the District Court or file a complaint with the Office of Landlord-Tenant Affairs. In either case the tenant may request three times the deposit amount if the deposit is unreasonably withheld, in accordance with the security deposit law (See Section V, *Security Deposits and Appendix VI, Maryland Security Deposit Law*).

For more information call the Office of Landlord-Tenant Affairs, 240-777-0311.

Reusable Tenant Screening Reports

§ 8-218 of the Real Property Article of the Maryland Code allows a prospective tenant to purchase their own credit report from one of the major credit bureaus to use while applying for housing. The report would have to contain:

- a full rental history;
- criminal background check;
- employment and income verification; and
- the tenant's current address.

The report cannot be more than 30 days old. The landlord is not obligated to accept this report but must let the tenant know up front whether or not they will do so. If they do accept the report, the landlord cannot charge an application fee. This law took effect October 1, 2021. For more details, visit our website at www.montgomerycountymd.gov/dhca-landlordtenant.

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

Victims of Domestic Violence and Sexual Assault

§ 8-5A of the Real Property Article of the Maryland Code gave affected persons certain rights. If a tenant is the victim of domestic violence and/or sexual assault; the legal tenant or occupant of the property; and has obtained a final peace or protective order from the Court, they 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.
 - The tenant must pay rent through the 30-day notice period. The tenant's obligations under the lease cease at that point.
 - If the tenant does not vacate in accordance with the notice, the landlord has the right to either rescind the notice or require that the tenant comply with the terms of the original lease; OR
 - File a Tenant Holding Over action against the tenant and have them evicted from the premises.
 - The landlord must provide the tenant 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 the tenant.
 - If the landlord fails to change the locks within this timeframe, the tenant has 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, they must provide the tenant 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 the tenant a fee, not to exceed the reasonable cost of changing the locks.
 - If the tenant fails to pay the fee within 45 days after the locks have been changed, the fee may be added as additional rent or deducted from the tenant's security deposit.

Retaliatory Evictions

§ 8-208.1, Retaliatory Actions of the Real Property Article of the Maryland Code defines what the state considers to be retaliatory actions on the part of the landlord.

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 not:

- 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 three 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 Failure to Pay Rent have been entered against them in the preceding 12 months.

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

For more information see § 8-208.1, of the Annotated Code of Maryland, Real Property Article.

Section 29-32. Prohibited Retaliatory Practices of the Montgomery County Code states:

(b) A landlord must not evict or attempt to evict or take any other retaliatory action against any tenant who exercises any rights conferred upon the tenant by this Chapter or any tenant who assists another tenant in exercising those rights. As used in this subsection, "other retaliatory action" includes any unreasonable rent increase, threat, coercion, harassment, or violation of privacy, and any reduction in the quality or level of services available to the tenant that is not authorized by this Chapter or state law. Evictions or attempted evictions prohibited by this subsection are "retaliatory evictions."

Residential Tenants – Access to Counsel

This measure amended § 8-401 of the Real Property Article. It requires the Maryland Legal Services Corporation (MLSC) to provide counsel for low and moderate income tenants being sued for failure to pay rent in the District Court. Each jurisdiction is responsible for funding this law. It also requires landlords to provide tenants with ten days' notice, on a form that will be available through the District Court entitled "*Notice of Intent to File a Complaint for Summary Ejectment.*" www.mdcourts.gov/sites/default/files/court-forms/dccv115.pdf This notice must contain the following:

- The date of the notice and method of delivery;
- A description of the past due rent including the amount of rent and late fees, *excluding charges related to utilities, services other fees, fines, or court costs*;
- The specific time period covered by the notice;
- A statement informing the tenant that the landlord will promptly provide an itemized accounting of debts and credits on request;
- A statement that the landlord may file an eviction action in District Court if the tenant does not pay within 10 days after delivery of the notice and that the tenant has the legal right to dispute the charges; and
- Contact information for the landlord, nonprofit legal services organizations that may provide legal advice or representation to the tenant as compiled by the MLSC, the Alternative Dispute Resolution Office, and the Self-Help Center.

For more detailed information, visit our website at www.montgomerycountymd.gov/dhca-landlordtenant or www.mdcourts.gov/sites/default/files/court-forms/dccv115.pdf to see the form.

Office of Common Ownership Communities

The Office of Common Ownership Communities (OCOC) enforces Chapter 10B, Common Ownership Communities of the County Code. Landlords and tenants in condominiums, homeowner associations, or cooperatives are regulated by the law, the rules of the association as well as their own leases, and subject to enforcement action by the association. In addition to the Office of Landlord-Tenant Affairs, the County has created the OCOC to assist in resolving such disputes. The OCOC offers advice on the rights of association members, residents, and tenants living in these properties. They also mediate disputes between the parties. If they are unable to resolve these disputes, they refer them to the Commission on Common Ownership Communities (CCOC), a quasi-judicial body that can hold hearings regarding these disputes and issue Decisions and Orders that have the force of law. While the OCOC deal primarily with homeowners and their associations, they can offer limited advice to tenants residing in common ownership communities. However, all tenants are welcome to call 240-777-0311 to reach Landlord-Tenant Affairs. For more information, visit: www.montgomerycountymd.gov/ccoc or call 240-777-0311.



LANDLORD-TENANT: 240-777-0311

- 1. What is the interest rate on a security deposit?** The interest due on security deposits is the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater. (See *Section V, Security Deposits*)
- 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 they are going to keep any of the security deposit?** Yes, the landlord must send the tenant, to their last known address, an itemized list of damages claimed against the deposit together with a statement of the costs actually incurred by the landlord, within 45 days after the termination of tenancy.
- 4. Can the tenant use the security deposit as the last month's rent?** No. The security deposit is protection for the landlord against damage to the property caused by tenants, non-payment of rent and damages incurred due to breach of lease.
- 5. How much notice is required for a rent increase?** The landlord must notify the tenant in writing 90 days prior to the rent being increased.
- 6. How often can the landlord raise the rent?** The rent may be increased only once every twelve-months.
- 7. How much can the landlord increase the rent?** There is no rent control in Montgomery County, with the exception of the Incorporated City of Takoma Park, therefore, the amount of rent increase is at the discretion of the landlord. However, the County Executive issues a Voluntary Rent Guideline established annually and DHCA strongly encourages landlords to adhere to this guideline. This guideline is based on the rental component of the Consumer Price Index for the Washington-Baltimore Metropolitan Area. This guideline **MUST** be given with every notice of rent increase (See *Section VI, Notices*). For more information, call the Office of Landlord-Tenant Affairs at 240-777-0311.
- 8. 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.
- 9. How much is the late penalty for rent?** The penalty cannot exceed 5% of the monthly rent due. If you are a Housing Choice Voucher recipient, you can only be charged 5% of your portion of the rent.
- 10. 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.
- 11. Can the landlord file for Failure to Pay Rent if the rent is one day late?** No. The landlord must give the tenant ten days' written notice of their intention to sue for Failure to Pay Rent on a form available from the District court (effective October 1, 2021).

- 12. 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.
- 13. I received a notice from the court or the Sheriff 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 however; these are only general guidelines; evictions can take place at any time.
- 14. How much notice of their intention to vacate must a tenant give a landlord?** A tenant must give written notice, as required by the lease, generally sixty days for single-family and multi-family units. Consult the lease for a definitive answer.
- 15. How much notice must a landlord give a tenant to vacate?** A landlord must give written notice of sixty days for both single-family and multi-family units if there is no breach of lease, including month-to-month tenancies (*See Section VII, Terminating the Lease*).
- 16. How many single people may occupy one rental property?** Up to five single, unrelated people may live together as a housekeeping unit, sharing one kitchen, if a landlord does not live on the property. Up to four unrelated people may live together as a housekeeping unit, sharing one kitchen, if a landlord does live there, provided sufficient square footage is available in both instances.
- 17. If the landlord will not make repairs, once notice has been provided, what can a tenant do?** Call Housing Code Enforcement at 240-777-0311. An Inspector will review the complaint in person or virtually and put the landlord on notice if they find violations of the Housing Code. The Code Inspector will follow-up with enforcement action in the form of Civil Citations and court action if the landlord fails to make required repairs. A tenant can also file a rent escrow action in the District Court based on the landlord's failure to repair dangerous defects at the property.
- 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. Under Federal law, this applies to all houses built before 1978. This information must be reported to all tenants. In addition, effective January 1, 2015, all houses built in Maryland before 1978 must register with the Maryland Department of the Environment (MDE) and comply with Maryland's Lead Poisoning Prevention Program. Landlords will not receive a license if they do not comply with this regulation (*See Section II, Licensing*). For further information on these requirements, call MDE at 1-800-633- 6101, X4199 or 410-537-4199 (within Maryland).
- 19. Can I file a complaint with Landlord-Tenant Affairs if I am renting a room?** It depends on the circumstances. Yes, if the landlord does NOT live there. If the home is owner-occupied, you cannot file a complaint, however; Landlord-Tenant staff are available to answer any questions you may have regarding your rights as a tenant in a room rental situation. Landlord-Tenant publishes a *Room Rental* brochure which is available on our website at www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/publications/hbk_room_rent_eng.pdf

HOUSING CODE ENFORCEMENT: 240-777-0311

DHCA's Housing Code Enforcement's mission is to preserve and improve the quality of life in Montgomery County by ensuring that our neighborhoods and housing stock are safe and maintained in good condition. Housing Code Enforcement is responsible for administering Chapter 26, Housing and Building Maintenance Standards, Chapter 48, Solid Waste and Chapter 58, Weeds of the Montgomery County Code of regulations, which may be obtained at www.amlegal.com. Housing Code Enforcement investigates complaints, performs legally required inspections, and educates citizens about property maintenance and safety requirements. To obtain more information about housing code requirements please visit our "[Housing Code Enforcement](http://www.montgomerycountymd.gov/dhca-landlordtenant/community/code/)" webpage at www.montgomerycountymd.gov/dhca-landlordtenant/community/code/ You can also access the Housing Code Enforcement Guide at www.montgomerycountymd.gov/DHCA/Resources/Files/community/code/publications/handbook_code_eng.pdf

- 1. How often must the landlord paint the interior of 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 tenancies. However, at the beginning of each tenancy all painted surfaces must be 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 to make the corrections, call Housing Code Enforcement at 240-777-0311.
- 3. Is the landlord required to provide air conditioning in a rental property?** Yes, the landlord must provide A/C that maintains a temperature of not more than 80° from June 1st to September 30th each year, with the exception of single-family detached homes. However, if the dwelling has A/C, it must be maintained in working order in both single and multi-family dwellings. Call Housing Code Enforcement at 240-777-0311 if you have questions.
- 4. Who is responsible for installing and maintaining smoke detectors?** Landlords must install and replace all smoke detectors manufactured more than 10 years ago. At least one lithium ion sealed 10-year battery operated smoke detector or an electrical AC voltage hard-wired smoke detector with a battery backup must be installed in each sleeping area and near stairwells or hallways leading to an occupied area. Never replace a hard-wired smoke detector with a battery only operated smoke detector. The tenant is responsible for testing smoke detectors to make sure that they are operable. Smoke detectors are a necessity and if they are malfunctioning, contact the landlord immediately for replacement. As of July 1, 2019, all homes in Montgomery County with an attached garage and/or fuel burning appliances must also have carbon monoxide detectors installed on each level of the home. If a complaint is filed regarding the absence of smoke detectors or one that is malfunctioning, Housing Code Enforcement will schedule a high priority inspection.
- 5. Are landlords required to install carbon monoxide detectors?** All rental and residential properties in Montgomery County are required to install carbon monoxide detectors in sleeping areas and on each level of the dwelling. Multifamily property owners should replace electrical AC voltage hard-wired smoke detectors with hard-wired combination smoke and carbon monoxide detectors. If the carbon monoxide detector's alarm goes off leave immediately to a safe location and call 911!
- 6. Are landlords required to supply window treatments such as blinds and/or curtains?** No
- 7. Are landlords required to provide carpeting?** No, there is no requirement under state or County law. However, the lease may require that the tenant provide carpeting for a certain portion of the floor area, generally 80%. Whether carpeting is required by law or not, if it is torn or poses a tripping hazard, Housing Code Enforcement can require a landlord to repair or replace it.

8. **Who is responsible for cleaning the carpet in a rental property?** The tenant is responsible.
9. **Who is responsible for cutting the grass in a single-family rental property?** The tenant is responsible unless otherwise specified in the lease.
10. **Who is responsible for extermination?** In a multifamily dwelling, the landlord is responsible for extermination. In a single-family dwelling, the tenant is responsible for extermination unless the infestation existed when the lease was signed or there is a problem with the property that allows for and/or fosters infestation.
11. **How many people can live in a rental property?** The number of people who can live in a rental property depends on the lease terms, the dwelling's total habitable space, and sleeping area habitable space. The minimum habitable dwelling space for one person is 150 square feet and 100 sq. ft. for each additional person. Sleeping areas must have at least 70 square feet of habitable space for one occupant and be a minimum of 7 feet wide. Sleeping areas for more than one occupant must have 50 additional square feet of habitable space for each occupant. However, only two adults and their children may live in an Accessory Dwelling Unit (ADU) (in-law suite, basement apartment, tiny house etc.). In addition, the habitable sleeping area for a mobile home must be at least 50 square feet for one person, 70 square feet for two people, and for 3 or more people, 50 square feet for each additional person.
12. **What can I do if my neighbors are noisy?** You should notify the landlord in writing. If that does not help you can contact Landlord-Tenant Affairs at 240-777-0311, the Department of Environmental Protection, Noise Control Section at 240-777-0311 or the Police Department's non-emergency number at 301-279-8000.
13. **Can I file an anonymous code complaint?** Yes, anonymous housing code complaints are accepted. Housing code complaints are typically investigated within 5 business days or sooner based on urgency and caseload. Please call MC 311 or 240-777-0311 to report a housing code complaint or submit an online service request at www3.montgomerycountymd.gov/311/SolutionView.aspx?SolutionId=1-3G15PN.
14. **What can tenants do if their landlord does not make necessary repairs in a reasonable amount of time?** Landlords have the legal obligation to provide safe, sanitary, housing code compliant rental properties. When a landlord fails to meet this responsibility, DHCA may authorize a "Repair and Deduct" which would allow the tenant to hire a licensed contractor to repair the violation and deduct the reasonable cost of the repair not to exceed one month's rent.
15. **Is there a way to check the status of a housing code enforcement inspection?** The status of a housing code inspection can be checked by visiting the [eProperty](http://www.apps.montgomerycountymd.gov/dhca-eproperty) database online at www.apps.montgomerycountymd.gov/dhca-eproperty
16. **How often are residential rental properties inspected?** Single-family and Accessory Dwelling Unit (ADU) (in-law suite, basement apartment, tiny house etc.) rental properties are inspected as requested by tenants occupying the property. ADU's are also inspected before they are licensed. Most multifamily rental properties are inspected at least once every three years in addition to periodic housing code complaints from tenants occupying the property. However, "at risk" multifamily properties must have 25% or more of their rental units inspected every other year. Multifamily properties that are "troubled" must have all rental units inspected every 12 months until they are regularly compliant. In addition, a "Troubled Property" must provide DHCA with a corrective action plan and quarterly maintenance reports.

LICENSING AND REGISTRATION: 240-777-0311

- 1. How much is the license fee?** The County Executive sets fees annually. For current fee information, please call 240-777-0311 or visit our webpage at www3.montgomerycountymd.gov/311/Solutions.aspx?SolutionId=1-5F9FEP
- 2. How often do I have to pay the license fee?** The licensing fee is paid once each fiscal year starting July 1st through June 30th of the following year. The fee is not prorated. The entire Rental Facility Licensing Fee is due if the property is rented or offered for rent 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. Renewal license fees are due by July 31st of each year.
- 4. What forms of payment are accepted?** License fees may be paid at the Licensing and Registration website by credit card or eCheck at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html An AccessMCG account is required to pay licensing fees online. Fees paid by mail or in-person may only be made by check or money order and should be made payable to Montgomery County, MD.
- 5. When will I receive my license?** License certificates are issued to multifamily facilities because the license must be displayed in the lobby, rental office, or other prominent public place on the property. In all other cases, the owner or agent may print a copy of the license by visiting the Licensing and Registration website at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html An AccessMCG account is required to login to the website and print the license.
- 6. How do I apply for a Rental Facility License?** Applications for Single Family, Condominium or Multifamily Rental Housing Licenses are available at the Licensing and Registration website at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html An AccessMCG account is required to apply online, pay license fees or review account information. Paper copies of the rental license applications may be printed from the Licensing and Registration website without an AccessMCG account.
- 7. Do I have to hire an agent or management company to handle my rental property?** No. Owners may choose to oversee the administrative requirements for the rental property license or engage a management company to oversee the rental property requirements; however, it is not required.
- 8. Do owners who live out of state or out of the country have to hire an agent or management company?** Rental property owners who reside outside the State of Maryland must designate a Legal Agent who lives in Maryland (agent for service of process), even if the owner lives nearby in Washington, DC, or Virginia. The Legal Agent must agree to accept legal documents on behalf of the out-of-state owner and provide their home address. They DO NOT have to be professional management agents. A Legal Agent may be a friend, former neighbor, or family member; however, the Legal Agent cannot be your tenant.
- 9. 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 on the Licensing and Registration website at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html An AccessMCG account is required to login to the website and update the account information. Failure to report changes

could result in denial of your application and/or 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.

- 10. 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 within ten days of the sale on the website at www.montgomerycountymd.gov/dhca/housing/licensing/apply.html An AccessMCG account is required to login to the website and update the account information. Refunds of the license fee are not issued when a property is sold during the license year.
- 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 occupied by relatives of the owner who meet specific requirements. Please contact the Licensing and Registration unit for more information at 240-777-0311.
- 12. Do the licensing laws apply in all areas of Montgomery County?** Rental properties located in the incorporated cities of Gaithersburg, Rockville and Takoma Park do not fall under the jurisdiction of Montgomery County DHCA. These localities each have their own rental housing license requirements. Please contact the following incorporated municipalities directly for further information on their licensing requirements:
- | | |
|-----------------------|--------------|
| City of Gaithersburg: | 301-258-6340 |
| City of Rockville: | 240-314-8330 |
| City of Takoma Park: | 301-891-7255 |
- 13. Does the landlord need to have a license if they want to rent a room in their home?** An owner occupying their home, and renting up to two rooms in the home, is not required to obtain a rental facility license.
- 14. Are there special licensing requirements for Accessory Apartments (Accessory Dwelling Units)?** Yes. A Class 3 Accessory Dwelling Unit license is a second dwelling that is subordinate to or on the same lot as an existing one-family detached home and has its own provisions for cooking, eating, sanitation and sleeping. Class 3 Accessory Dwelling Units cannot be in a townhouse, duplex, or mobile home. Only two adults (**18 years or older**) and their children may live in an accessory dwelling unit (in-law suite, basement apartment, tiny house etc.). Please visit the Licensing and Registration website or call 240-777-0311 for more information on licensing requirements.
- 15. Are there penalties for failing to obtain a rental license?** Yes. Failure to obtain a rental license is a Class A Violation of the Montgomery County Code punishable by the issuance of civil citations. Property owners who violate this statute may be fined \$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. These landlords are also precluded from filing for Failure to Pay Rent in the District Court.
- 16. Does the landlord have to comply with the state's Lead Poisoning Prevention Program to obtain a license?** Yes, all residential rental property must meet the requirements of the state Lead Poisoning Prevention Program in order to be licensed. Properties built before 1978 must provide proof to DHCA of their annual paid registration with the Maryland Department of Environment (MDE) or proof that the rental property is lead free, based on a Lead Inspection Certificate. For more information on the State's lead poisoning requirements or to schedule an inspection, visit MDE's website at www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

APPENDIX IV. MOVE IN/MOVE OUT INSTRUCTIONS

Tenant Move In- 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 whether 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 they want 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, they must request that a final bill be sent to their 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 should 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	Gas
PEPCO: 202-833-7500	WSSC: 301-206-4001	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, they must contact WSSC with both the indoor and outdoor meter readings as of the date they move 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 their 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 they vacate 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 vacating 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 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 at the termination of tenancy.

The Office of Landlord-Tenant Affairs has published a brochure entitled "**What is Ordinary Wear and Tear**" which is available at our office and on our website at www.montgomerycountymd.gov/DHCA/Resources/Files/housing/landlordtenant/publications/ord_wear_tear_eng.pdf. 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 V, Inspection Report*) are available online and at the Office of Landlord-Tenant Affairs.

APPENDIX V. 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						
Dishwasher						
Disposal						
Cabinets						
Walls						
Floor						
Windows						
Screens						
Other						
LIVING ROOM						
Carpeting/Floor						
Wall (s)						
Windows						
Blinds/Shades						
Screens						
Other						
DINING ROOM						
Carpeting/Floor						
Walls						
Windows						
Blinds/Shades						
Screens						
Other						

FAMILY ROOM	S	U	Move-In Comments	S	U	Move-Out Comments
Carpeting/Floor						
Walls						
Windows						
Blinds/Shades						
Screens						
Fireplace						
Other						
BATHROOM 1						
Sink and Vanity						
Bathtub/Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Other						
BATHROOM 2						
Sink and Vanity						
Bathtub/Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Other						
BATHROOM 3						
Sink and Vanity						
Bathtub/Shower						
Commode						
Exhaust Fan						
Floor						
Windows						
Screens						
Other						

BEDROOM 1	S	U	Move-In Comments	S	U	Move-Out Comments
Carpeting/Floor						
Walls						
Closets						
Windows						
Blinds/Shades						
Screens						
Other						
BEDROOM 2						
Carpeting/Floor						
Walls						
Closets						
Windows						
Blinds/Shades						
Screens						
Other						
BEDROOM 3						
Carpeting/Floor						
Walls						
Closets						
Windows						
Blinds/Shades						
Screens						
Other						
BASEMENT						
Carpeting/Floor						
Walls						
Closets						
Windows						
Blinds/Shades						
Screens						
Steps/Railing						
Sump Pump						
Other						

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

COMMENTS

MOVE-IN

Tenant	Move-in Date	Landlord/Agent	Move-In Date
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Tenant	Move-in Date	Landlord/Agent	Move-In Date
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Tenant	Move-in Date	Landlord/Agent	Move-In Date
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MOVE-OUT

Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
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Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
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Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
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APPENDIX VI. MARYLAND SECURITY DEPOSIT LAW

Real Property Article, Annotated Code of Maryland

§ 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** - (1) The landlord shall give the tenant a receipt for the security deposit as specified in Section 8-203.1 of this subtitle.

(2) 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) (i) 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 at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater, less any damages rightfully withheld.

(2) (i) Except as provided in subparagraph (ii) of this paragraph, interest shall accrue at monthly intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded.

(ii) No interest is due or payable:

1. Unless the landlord has held the security deposit for at least 6 months; or
2. For any period less than a full month.

(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 certified 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 certified 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) Withholding of deposit -- 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) 1. 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 cost actually incurred and shall return to the tenant the security deposit together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater, less any damages rightfully withheld.

2. For any year in which the landlord has held the security deposit for less than the full year, the landlord shall pay an amount of interest calculated by:

A. Multiplying the amount of the deposit by the daily U.S. Treasury yield curve rate for 1 year that was in effect as of the first business day of that calendar year, or 1.5%, whichever is greater; and

B. Multiplying the result obtained under item 1 of this subparagraph by a fraction, the numerator of which is the number of months that the deposit was held that year and the denominator of which is 12.

(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.** -- (1) Under this subsection, a landlord:

(i) May not require the tenant to purchase a surety bond; and

(ii) Is not required to consent to the tenant's purchase of a surety bond.

(2)(i) Instead of paying all or part of a security deposit to a landlord under this section, a tenant may purchase a surety bond to protect the landlord against:

1. Nonpayment of rent;

2. Damage due to breach of lease; or

3. Damage caused 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, or furnishings owned by the landlord.

(ii) A surety shall refund to a tenant any premium or other charge paid by the tenant in connection with a surety bond if, after the tenant purchases a surety bond, the landlord refuses to accept the surety bond or the tenant does not enter into a lease with the landlord.

(3)(i) The amount of a surety bond purchased instead of a security deposit may not exceed two months' rent per dwelling unit.

(ii) If a tenant purchases a surety bond and provides a security deposit in accordance with this section, the aggregate amount of both the surety bond and security deposit may not exceed two months' rent per dwelling unit.

(iii) 1. If a landlord consents to a surety bond but requires the surety bond to be in an amount in excess of two months' rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees.

2. If a landlord consents to both a surety bond and a security deposit but requires the surety bond and the security deposit to be in an aggregate amount in excess of two months' rent, the tenant may recover up to three times the extra amount charged for the surety bond, plus reasonable attorney's fees.

(4) Before a tenant purchases a surety bond instead of paying all or part of a security deposit, a surety shall disclose in writing to the tenant that:

(i) Payment for a surety bond is nonrefundable;

(ii) The surety bond is not insurance for the tenant;

(iii) The surety bond is being purchased to protect the landlord against loss due to nonpayment of rent, breach of lease, or damages caused by the tenant;

(iv) The tenant may be required to reimburse the surety for amounts the surety paid to the landlord;

(v) Even after a tenant purchases a surety bond, the tenant is responsible for payment of:

1. All unpaid rent;

2. Damage due to breach of lease; and

3. 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, or furnishings owned by the landlord;

(vi) The tenant has the right to pay the damages directly to the landlord or require the landlord to use the tenant's security deposit, if any, before the landlord makes a claim against the surety bond; and

(vii) If the surety fails to comply with the requirements of this paragraph, the surety forfeits the right to make any claim against the tenant under the surety bond.

(5) (i) A tenant who purchases a surety bond in accordance with this subsection has the right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of the damages that exist at the commencement of the tenancy, if the tenant requests an inspection by certified mail within 15 days of the tenant's occupancy.

(ii) A tenant who provides a surety bond under this subsection shall have all the rights provided under subsection (f)(1)(ii) through (v) of this section.

(iii) The surety or landlord shall deliver to a tenant a copy of any agreements or documents signed by the tenant at the time of the tenant's purchase of the surety bond.

(iv) A tenant shall be advised in writing of all of the tenant's rights under this subsection prior to the purchase of a surety bond.

(6) (i) A surety bond may be used to pay claims by a landlord for:

1. Unpaid rent;
2. Damage due to breach of lease; or

3. 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, or furnishings owned by the landlord.

(ii) A surety bond does not represent liquidated damages and may not be used as payment to a landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach.

(iii) Except as provided in subparagraphs (i) and (ii) of this paragraph, a surety may not, directly or indirectly, make any other payment to a landlord.

(7) At least 10 days before a landlord makes a claim against a surety bond subject to this subsection, the landlord shall send to the tenant by first-class mail directed to the last known address of the tenant, a written list of the damages to be claimed and a statement of the costs actually incurred by the landlord.

(8)(i) A tenant shall have the right to pay any damages directly to the landlord or require the landlord to use the tenant's security deposit, if any, before the landlord makes a claim against the surety bond.

(ii) If a tenant pays any damages directly to the landlord or requires the landlord to use the tenant's security deposit under subparagraph (i) of this paragraph and the payment fully satisfies the claim, the landlord shall forfeit the right to make a claim under the surety bond for any damages covered by the tenant's payment or the amount deducted from the tenant's security deposit in accordance with subparagraph (i) of this paragraph.

(9)(i) The tenant may dispute the landlord's claim to the surety by sending a written response by first-class mail to the surety within 10 days after receiving the landlord's claim on the surety.

(ii) If the tenant disputes the claim, the surety may not report the claim to a credit reporting agency prior to obtaining a judgment for the claim against the tenant.

(10) In any proceeding brought by the surety against the tenant on a surety bond under this subsection:

(i) The tenant shall retain all rights and defenses otherwise available in a proceeding between a tenant and a landlord under this section; and

(ii) Damages may only be awarded to the surety to the extent that the tenant would have been liable to the landlord under this section.

(11)(i) If a landlord's interest in the leased premises is sold or transferred, the new landlord shall accept the tenant's surety bond and may not require:

1. During the current lease term, an additional security deposit from the tenant; or
2. At any lease renewal, a surety bond or a security deposit from the tenant that, in addition to any existing surety bond or security deposit, is in an aggregate amount in excess of two months' rent per dwelling unit.

(ii) If the aggregate amount described in subparagraph (i)2 of this paragraph is in excess of two months' rent, the tenant may recover up to three times the extra amount charged, plus reasonable attorney's fees.

(12)(i) If a landlord fails to comply with the requirements of this subsection, the landlord forfeits the right to make any claim against the surety bond.

(ii) If a surety fails to comply with the requirements of this subsection, the surety forfeits the right to make any claim against a tenant under the surety bond.

(13) If a surety, in an action against the tenant, asserts a claim under the surety bond without having a reasonable basis to assert the claim, the court may grant the tenant damages of up to three times the amount claimed plus reasonable attorney's fees.

(14) A surety bond issued under this subsection may only be issued by an admitted carrier licensed by the Maryland Insurance Administration.

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

(k) **List of yield curve rates or the customized calculator on Web site.** - The Department of Housing and Community Development shall maintain on its Web site:

(1) A list of daily U.S. Treasury yield curve rates for 1 year, as of the first business day of each year, to be used in calculating the interest on a security deposit; or

(2) A customized calculator that calculates the interest due on a security deposit by allowing a user to enter the date that the security deposit was given to the landlord, a tenancy end date, and the amount of the security deposit.

(l) **Reliance on list or calculator by landlord.** - A landlord is entitled to rely on the list of yield curve rates, or the customized calculator maintained by the Department of Housing and Community Development under subsection (k) of this section when calculating the interest on a security deposit.

§ 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.



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 to the leases above, there is also a model:

- Montgomery County Accessory Dwelling Unit Lease.

All leases have been updated to comply with recent changes to the law. All leases must be accompanied by a Lease Summary. This addendum to the lease covers the general provisions contained in the Lease.

The Window Guard Addendum is required for multifamily properties and must accompany leases for all units above ground level. This Addendum must accompany each lease signing, lease renewal, or rent increase notice.

An addendum regarding Criminal History and Background Screening must now be included with every lease application. This addendum will also be available on our website.

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

All these forms are available on our website,
www.montgomerycountymd.gov/DHCA/housing/landlordtenant/publications_forms.html

These documents are available free of charge, can be downloaded from our website or obtained by contacting:

Montgomery County Department of Housing and Community Affairs
Office of Landlord-Tenant Affairs
1401 Rockville Pike, 4th Floor
Rockville, MD 20852
PHONE: 240-777-0311; TDD: 711; FAX: 240-777-3691

APPENDIX VIII. EMERGENCY RESOURCES



If you receive a *Failure to Pay Rent* notice, utility cutoff notice, need rental assistance and are a low or moderate-income tenant, or have some other emergency, you may be eligible to receive assistance through one of the County's programs. 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 12900 Middlebrook Road, Germantown	240-777-4448
Rockville Crisis Intervention 1301 Piccard Drive, Rockville	240-777-4550
Silver Spring Crisis Intervention 8818 Georgia Avenue, Silver Spring	240-777-3075
Maryland Energy Assistance Program 1301 Piccard Drive, Rockville	240-777-4450
Rental Assistance Program 1301 Piccard Drive, Rockville	240-777-4400

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

MC311 Customer Service Center Call and request Translation Assistance	240-777-0311 (311 in MC)
TESS Community Service Center 8513 Piney Branch Road, Silver Spring	240-773-8260

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

If you are a low-income resident of Montgomery County and need legal assistance, call the Legal Aid Bureau or the Pro Bono Program. All others call the Self-Help Center of the District Court.

Legal Aid Bureau 600 Jefferson Plaza, Suite 430, Rockville, MD	1-888-465-2468
Homeless Persons Representation Project	410-387-3126
Montgomery County Pro Bono Program	301-424-7651
Help Center (District Court of Maryland) <i>They now offer in-person consultation with an attorney</i> www.mdcourts.gov/selfhelp	410-260-1392

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

Eviction Section	240-777-7130
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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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<https://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>

Community Tenant Resources

CASA de Maryland	casaofmaryland.com	301-431-4185
Community Policing www.montgomerycountymd.gov/pol/about/community-policing.html		301-279-8000
HIP Housing Initiative Partnership, Inc.	hiphomes.org	301-916-5946
Impact Silver Spring	impactsilverspring.org	301-495-3336
LEDC Latino Economic Development Center	www.ledcmetro.org	202-540-7438
Renters Alliance	www.rentersalliance.org/	info@rentersalliance.org



Department of Housing and Community Affairs

Office of Landlord-Tenant Affairs

Montgomery County, Maryland
1401 Rockville Pike, 4th Floor
Rockville, MD 20852

Phone: 240-777-0311 TDD: 711
(311 within Montgomery County)
Fax: 240-777-3691

olta.intake@montgomerycountymd.gov
www.montgomerycountymd.gov/dhca-landlordtenant