



# Office of Consumer Protection Guide for Landlords and Tenants

## Topics:

Landlord Licensing Requirements and Complaint Handling

Application Fees

Leases

Security Deposits

Security Bonds

Landlord and Tenant Responsibilities

Repair and Maintenance of Rental Property

Breaking a Lease

Eviction

## Landlord Licensing Requirements and Complaint Handling

### Do landlords need a license in Howard County?

Yes. The owner of a "dwelling unit" (such as a house, apartment or condominium unit) in Howard County must obtain a rental housing license before renting or leasing the unit. Rental Housing Licenses are issued by the Department of Inspections, Licensing and Permits (DILP). For more information, go to: <http://www.howardcountymd.gov/DisplayPrimary.aspx?id=708> (or call 410-313-1830).

### What are the requirements for getting a license?

Before a landlord can obtain a license, s/he must pay a fee and meet the requirements of Howard County Property Maintenance Code for Rental Housing. A rental housing license is valid for a period of 2 years but may be revoked or suspended by the Director of DILP if the landlord violates the Code requirements.

### Does DILP handle tenant complaints?

DILP will handle complaints that allege that the property does not meet the requirements of the Howard County Property Maintenance Code for Rental Housing.

### Who handles other types of complaints?

The Office of Consumer Protection (OCP) has the authority to investigate and mediate complaints against landlords who have allegedly engaged in deceptive or unfair trade practices, including most violations of the Maryland's Landlord-Tenant Act. For example, OCP takes complaints involving lease issues, security deposit and other fee disputes.

Some leases, however, contain a clause that provides that the lease will “automatically renew” for another term unless one of the parties notifies the other of his/her intention to terminate.

- **Does a lease have to be in writing?**

If the landlord has five (5) or more dwelling units for rent in the state, the leases used must be in writing. If such a landlord fails to give a written lease, the term of the tenancy is presumed to be one (1) year from the date the tenant moved in unless the tenant ends the tenancy earlier by giving one (1) month’s written notice.

- **Is there a limit on how much the landlord can charge for rent?**

No. There are no state-wide or Howard County rent control laws. Tenants should, therefore, comparison shop to find the best rental property for their budget.

- **Are the terms of a lease negotiable? That is, can a tenant request changes to the landlord’s standard lease?**

Yes. While many landlords use a “standard lease” for all their tenants, there is nothing to prevent tenants from negotiating their own terms with the landlord. Additional terms can be written on the agreement and terms that are unacceptable can be crossed out so long as the landlord agrees and they are not contrary to state or local laws or ordinances. Tenants should make sure that all changes are dated and initialed by both parties.

- **What terms are required by law to be in a lease?**

Maryland law requires that leases:

- include a statement that the premises will be available in a reasonably safe, habitable condition, or a statement disclosing the condition of the premises;
- specify the landlord and tenant’s obligations as to heat, gas, electricity, water and repair of the premises (Note: if the rental property does not have its own meter to measure the tenant’s usage, the lease may require the tenant to pay a separate billing company for these services based on a formula established by the billing company);
- include the name, address and telephone number of the landlord or the person who is authorized to accept service of process on behalf of the landlord (Note: this information may be posted in a conspicuous place on the property instead of in the lease);
- Include information on the notice the landlord will give before entering the property for routine maintenance (no notice required for emergencies).

- **What terms are prohibited by law from being in a lease?**

A lease may not:

- authorize a confessed judgment, whereby tenants waive their right to defend themselves, waive any of the tenant’s rights or remedies provided by law, or waive the tenant’s right to a jury trial;

## Security Deposits

- **What is a security deposit?**

A security deposit is any money paid by a tenant to a landlord that protects the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of the lease.

- **How much of a security deposit can a landlord collect?**

A landlord cannot collect more than two month's rent. If the tenant is charged more, s/he can go to court to recover up to (3) three times the extra amount charged, plus reasonable attorney's fees.

- **What information does a landlord have to give a tenant about the security deposit?**

A landlord is required to provide the tenant with a security deposit receipt which may be included in the written lease. The receipt/lease must notify the tenant of certain rights including:

- the tenant's right to be present at the inspection of the premises at the beginning of the tenancy for the purpose of making a written list of all existing damages;
- the tenant's right to be present at the landlord's inspection of the rental property at the end of the tenancy to determine if any damage was done during the tenancy;
- the landlord's obligation to conduct the inspection within five (5) days before or after the intended move-out date;
- the tenant's right to receive a written list of damages within 45 days after the termination of the tenancy;
- the landlord's obligation to return any unused portion of the security deposit 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 being liable to the tenant for a penalty of up to three (3) times the security deposit withheld plus reasonable attorney's fees.

- **Will the tenant get the security deposit back at the end of the tenancy?**

The landlord must put the security deposit in an interest-bearing account for the duration of the tenancy. The landlord must return a tenant's security deposit plus interest, less any damages rightfully withheld within 45 days after the tenancy ends. If the landlord fails to do this, the tenant may sue for up to three (3) times the withheld money plus reasonable attorney's fees.

- **What happens to the security deposit if the rental unit has been damaged?**

The landlord may withhold some or all the security deposit to cover damages in excess of ordinary wear and tear to the rental property. If the landlord withholds any part of the security deposit to cover such damages, s/he must send the tenant a written list of the damages, with a statement of what it actually costs to repair the damages, by first-class mail to the tenant's last known address within 45

- **How can tenants buy a security bond?**

Often, the landlord will give the prospective tenant information about a security company. Security bonds may only be issued by licensed insurance carriers. Therefore, consumers should contact the Maryland Insurance Administration to make sure that the issuer is, in fact, licensed before purchasing a bond.

- **What's the advantage to purchasing a security bond instead of paying a security deposit?**

The price for purchasing a security bond may be less than the amount of the security deposit. If it is not, there is no advantage to buying a security bond. The amount of the security bond cannot on its own, or combined with any security deposit, exceed two month's rent. However, even if the security bond is less expensive, tenants should keep in mind that they will not receive a refund of the money they paid for the bond (unlike a security deposit which must be refunded, plus interest, minus damages).

***Consumer Tip:***

Tenants who are asked to purchase security bonds by their landlords are entitled to many of the same protections they are entitled to when they pay a security deposit. For example, tenants who purchase security bonds have the right to: inspect the rental premises with their landlord before and after they occupy the property, receive a list of damages the landlord claims that the tenant is responsible for, and receive a receipt explaining their rights when they are asked to purchase a security bond.

## **Landlord and Tenant Responsibilities**

- **What can a tenant do if the rental property is not available on the agreed-upon move-in date?**

If a landlord fails to allow a tenant to take possession of the rental property at the beginning of the lease term, the tenant has the right to cancel the lease with written notice to the landlord. The landlord is also liable for any resulting damages suffered by the tenant regardless of whether the tenant cancelled the lease.

- **Is the landlord required to keep records and/or provide a receipt for the tenant's rent payments?**

Yes. The landlord must keep records that show the dates and amounts of rent paid. The landlord must give a receipt if the tenant pays in cash or requests a receipt.

- **What responsibility does a tenant have if a co-tenant (roommate) fails to pay his/her share of the rent?**

Usually, if both tenants have signed the lease, they are "jointly and severally" liable for the entire rent payment. In other words, if one tenant fails to pay a portion of the rent, both tenants can be held liable for the shortage. Therefore, both tenants can be evicted and ultimately sued for rent owed by one of the tenants. To avoid eviction, a tenant may want to cover the shortfall and then take whatever informal or legal action necessary to recover the money from the co-tenant.

If only one tenant has signed the lease, that tenant is responsible for the entire rent payment. The tenant may bring a legal action against the co-tenant if s/he can prove that they agreed to both pay the rent.

- The landlord has a reasonable time after receipt of the notice to correct the conditions. If the landlord fails to do this, the tenant can petition the court to pay his/her rent into a rent escrow account;
- Before establishing an escrow account, the court will hold a hearing to listen to both sides of the story. If the account is set up, the tenant must continue to pay rent into the account;
- Depending on the circumstances, the court can return all or part of the rent escrow payments to the tenant, give all or part of the payments to the tenant or to the landlord to make repairs, or appoint an administrator to ensure that repairs are made.
- **Is there any other action tenants can take instead of seeking rent escrow?**

Tenants can report violations of the Howard County Property Maintenance Code for Rental Housing to the Department of Inspections, Licensing and Permits (DILP). DILP will investigate tenant complaints and, if cited for violations, the landlord will have to make repairs. Contact DILP at 410-313-1830.

- **What are a landlord's obligations for dealing with lead paint in a rental property?**

- Register the property with the Maryland Department of the Environment;
- Give tenants the pamphlets "Lead Poisoning Prevention: Notice of Tenant's Rights" and "Protect Your Family From Lead in Your Home," and
- Perform Full Risk Reduction Measures (lead hazard treatments) in the property, get a Risk Reduction Certificate and give a copy to all tenants before they move in.

Federal law requires that landlords renting properties built before 1978 disclose any known lead-based paint hazards on the property to the tenant before the lease is final.

- **Can a landlord refuse to rent property to families with lead-poisoning histories?**

No. Landlords have been sued for requiring that families disclose the blood lead levels of their children prior to approval of their rental applications, and for discriminating against families with lead-poisoned children.

***Consumer Tip:***

For more information on the dangers associated with lead-based paint, contact the Coalition to End Childhood Lead Poisoning at (800) 370-LEAD, or the Maryland Department of the Environment at (800) 776-2706 ([www.mde.state.md.us/health/lead](http://www.mde.state.md.us/health/lead)). If you suspect that your child has been exposed to lead-based paint, call your child's doctor immediately to request a blood test.

## **Breaking a Lease**

- **What are the tenant's obligations if s/he wants to move out before the end of the lease?**

A lease obligates the tenant to pay rent through the end of the lease term. So, if a tenant breaks a lease, the landlord can hold the tenant responsible for the rent due through the remainder of the lease term. However, the landlord must make a reasonable effort to re-rent the apartment to limit the

- **What notice does the tenant get before being evicted?**

If a tenant does not pay the rent on time, the landlord can immediately begin the eviction process by following the procedure discussed below. However, in many instances, tenants can stop the eviction by paying the rent owed (and any late fees specified in the lease).

If the tenant is holding over or has breached the lease, the landlord must give the tenant one month's advance written notice ending the lease before going to court. However, if the tenant has acted in a way that constitutes a threat to the safety of others only 14 days' notice is required.

- **What procedure does a landlord need to follow to evict a tenant?**

When the landlord files an eviction proceeding in court, the tenant will receive an official summons to attend a hearing. The summons may be served on the tenant in person, by mail or by posting a notice on the rental property. The tenant must attend the hearing to explain why the eviction should not proceed (for example, the tenant attempted to pay the rent but the landlord wouldn't accept it, or the landlord failed to give the tenant a month's written notice that s/he had violated the lease and must move out).

If the court rules in favor of the landlord, the landlord will get a court order for eviction called a "warrant for restitution" and arrange for a sheriff to oversee the eviction. The tenant can appeal the eviction in Circuit Court within four (4) days of the date of judgment in non-payment of rent cases, and within ten (10) days in breach of lease or holding over cases. The tenant may have to post a bond to cover the rent while the court decides considers the appeal.

On the day of the eviction, the sheriff will come to the rental unit and order the tenant and everyone on the property to leave. The sheriff will then supervise the landlord while all the property from the unit is put on the public right-of-way. Once the property is moved out, it is the tenant's responsibility.

- **Is the procedure the same if the tenant does not have a written lease?**

Yes. Oral leases are binding and the landlord must use the same procedure to evict a tenant with an oral lease that is used for tenants with written leases.

***Consumer Tip:***

If a tenant receives a summons to attend an eviction hearing, the tenant should not ignore it. Even if the landlord's actions are improper, if the tenant fails to attend the hearing on time, the landlord will probably win.

Still have questions? Please contact the Office of Consumer Protection at:  
410-313-6420 or [consumer@howardcountymd.gov](mailto:consumer@howardcountymd.gov)

To obtain this document in an alternative format, please contact the Office of Consumer Protection at 410-313-6420 (voice/relay) or email us at [consumer@howardcountymd.gov](mailto:consumer@howardcountymd.gov)