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RIGHTS OF LANDLORDS AND TENANTS

The Maryland State Bar Association's Public Awareness Committee has prepared this information. It is intended to inform the public and not serve as legal advice.

WHAT IS A LEASE?

A lease is a contract between landlord and tenant that gives the tenant the right to possession of the landlord's property under certain terms and conditions. The lease may be verbal, particularly if it is for a short period of time; however the law requires a written lease if the tenancy is for a year or more. Whether required or not, a written lease is always best. If the lease is written, you should never sign it before you have read and understood its contents. Do not sign a lease that is blank or has any blank spaces. The lease, once signed, is the contract between the landlord and the tenant. Verbal promises made by either the landlord or the tenant should not be relied on. You should obtain a fully completed and signed copy of the written lease.

In circumstances where the law requires a written lease, it usually requires that certain provisions be included in the lease, in addition to the address of the property being rented. The lease should at least contain the following information:

- name and address of the landlord
- name and address of the tenant
- length of the lease
- the amount of the rent
- names of the persons who may occupy the unit

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- the amount and nature of deposits and conditions for the return of deposits
- the dates that rent is due
- the responsibilities of the landlord and tenant for maintenance and utilities
- conditions that will permit the landlord or tenant to terminate the lease before the end of the lease term.

Sometimes federal law as well as state and local law may require additional provisions to appear in a lease. If you have questions about a lease, consult an attorney.

PAYMENT OF RENT

Rent is paid by the tenant for the possession of the rented property. Leases usually require that rent is due on a certain date. Sometimes, leases contain provisions for grace periods during which the landlord may elect to waive a late charge. However, grace periods usually do not extend the time for payment of the rent. When the tenant fails to pay the rent, the landlord may take legal steps to collect the rent or to remove the tenant for nonpayment.

There are very few times when a tenant may withhold rent because the landlord has not performed an obligation of the lease. However, the tenant may be entitled to withhold rent where dangerous defects exist because the landlord has failed to perform an obligation under the lease which constitutes a danger to the life, health or safety of an occupant.

Additionally, the landlord should receive written notice of the defect by certified mail and have a reasonable opportunity to repair the defect after receiving notice from the tenant. The landlord may be given notice of housing code violations from the county or city housing department which would entitle the tenant to withhold rent for conditions dangerous to the health, life or safety of an occupant.

SECURITY DEPOSITS

The law permits the landlord to collect a security deposit. This deposit usually may not exceed two times the monthly rent. In federally subsidized housing, the security deposit usually may not exceed \$50. It protects the landlord from damage to the leased unit caused by the tenant or rent owed by the tenant.

The deposit must be accompanied by a written receipt notifying the tenant of certain rights: (1) to have the dwelling unit 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) to be present when the landlord inspects 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.

The landlord is not required to use the security deposit for rent while the tenant still occupies the property, nor is the tenant responsible for damage to the property due to ordinary wear and tear.

A copy of the receipt for security deposit shall be retained by the landlord for a period of two years after the termination of the tenancy, abandonment of the premises or eviction of the tenant, as the case may be.

Last, if the landlord fails to provide a written receipt of the security deposit, the landlord shall be liable to the tenant in the sum of \$25.

MAINTENANCE OF THE PROPERTY

Unless required by the lease or by state or local law, the landlord is not responsible for maintaining the property, other than to insure that dangerous conditions do not exist on the property. Local law frequently requires that the property is habitable and that a unit meets certain minimal standards before it can be rented.

If something in the rental unit needs to be repaired, then the landlord is required to repair it, however the tenant must notify the landlord about the problem in writing.

If the tenant's property is damaged by the landlord's failure to make repairs required by the lease or law, the tenant may file a civil action for damages against the landlord. However, the landlord may not be liable for damage that is beyond his or her control. Tenants may purchase renter's insurance to protect themselves and their property in this situation.

TERMINATION OF THE LEASE

Substantial Breach: The landlord may terminate a lease before its end if the tenant substantially breaches the lease. In order to do so, the landlord must send a notice to the tenant that states the tenant has breached the lease and indicates the landlord wants possession of the rental unit. If the tenant does not move out, the landlord may go to court and ask for the eviction of the tenant. If the court determines that the breach by the tenant is substantial and warrants the tenant's eviction, the court will issue an order evicting the tenant.

There are cases where the landlord's actions allow the tenant to terminate the lease. Such a case is called a constructive eviction. A tenant should seek the advice of an attorney before attempting to terminate a lease because of the landlord's actions, since the law in this area is complex.

Month-to-Month Tenancies: If a tenant is on a month-to-month lease, and is not federally subsidized, the tenancy may be terminated by either the landlord or the tenant after one month's written notice (two months in Montgomery County and Baltimore City). It is illegal for a landlord or tenant to terminate a lease for a retaliatory reason (for example the landlord terminates a lease because the tenant complains about the conditions of the leased property). However, it is not necessary for either the tenant or the landlord to give a reason for the notice under normal circumstances. Where the tenant is federally subsidized, the landlord may terminate the tenancy only if the landlord has a valid reason for terminating the tenancy.

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