



# Washington County Tenant-Landlord Handbook



**HAGERSTOWN  
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Equal Housing Opportunity

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# Washington County Tenant-Landlord Handbook

## INTRODUCTION

The *Washington County Tenant-Landlord Handbook (Handbook)* is published by Hagerstown Neighborhood Development Partnership Inc. /Hagerstown Home Store (HNDP). The *Handbook* provides advice to tenants and landlords based on Maryland law. It covers common problems that occur in rental situations, many of which can be avoided by well-informed and responsible landlords and tenants.

The *Handbook* serves as the Washington County supplement to the *Maryland Guide to Local, State and Federal Laws Governing Tenant-Landlord Relations (Maryland Guide)*, which is published by the Fair Housing Action Center of Maryland (FHACM). The *Maryland Guide* provides comprehensive information for tenants, landlords, property managers, and anyone interested in Maryland law regarding rental of residential property.

The *Maryland Guide* is available at a small cost directly from HNDP or FHACM.

The *Handbook* is solely the work of the HNDP and in no way constitutes or implies the opinions, counsel, or endorsement of Fair Housing Action Center of Maryland.

This *Handbook* does not, directly or indirectly, constitute legal advice or counsel. If you need legal advice, contact an attorney.

## **Hagerstown Neighborhood Development Partnership, Inc. /Hagerstown Home Store (HNDP)**

HNDP is a non-profit organization dedicated to promoting fair housing practices and equal housing opportunity for all residents of Washington County.

We work to promote fair housing and equal housing opportunity and to prevent discrimination in the advertising, rental, and sale of housing. HNDP provides information and counseling to tenants, landlords, and service providers. We also conduct training and education through our workshops and publications for tenants, landlords, and real estate professionals.

The *Handbook* is a result of HNDP's efforts to serve the community. We hope that the *Handbook* will be of benefit to both the tenants and the landlords of Washington County.

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## **TENANT'S GUIDELINES TO LEASING**

Entering into an agreement to rent a dwelling is an important responsibility. Tenants should follow these steps to meet their responsibilities and protect their rights when renting a home.

### **BEFORE RENTING**

- ◆ Inspect the unit before signing the lease. Keep a written record of the condition of the unit at the time of the move-in inspection.
- ◆ Read and understand your lease agreement with the landlord.
- ◆ Be sure you can comply with the lease agreement.
- ◆ Ask if the owner participates in the Maryland Lead Poisoning Prevention Program.

### **LEASES**

A "lease" may be a verbal or written agreement. We strongly advise having a *written lease*. A written agreement will help avoid misunderstandings. It protects *both* the tenant and the landlord. Landlords who **own five or more units** within the State of Maryland must use a written lease.

*A lease agreement should cover:*

- ◆ Amount of rent and the date rent is due
- ◆ Amount of the late payment penalty
- ◆ Start and end dates of the lease agreement
- ◆ Security deposit amount and interest paid on the security deposit
- ◆ Right of tenant to request move out inspection (see page 5 & 6, "Security Deposits")
- ◆ Right of tenant to list of existing damages
- ◆ Utilities – who pays for gas, electric, heating oil, water, trash
- ◆ Repairs – who makes them and who pays for repairs
- ◆ Maintenance and upkeep – who mows grass, removes snow, changes furnace or air conditioner filters, provides for pest extermination, repaints units, etc. City and County codes may apply to some items.
- ◆ Appliances – who provides range, refrigerator, air conditioners; are a washer and dryer allowed
- ◆ Emergencies/Problems – The landlord is required to include in the lease or post on the property, the following information:
  - (a) the name, address and phone number of the landlord; or
  - (b) the person who is authorized to accept notice or service of process on behalf of the landlord.

### **BEFORE SIGNING A LEASE**

- ◆ Read the entire lease carefully. Fill in or cross out any blank spaces.
- ◆ Understand what each part means and ask questions about anything you do not understand.
- ◆ Get a signed and dated copy of the lease and keep it in a safe place.
- ◆ Make sure that everything the landlord agreed to is clearly written in the lease, or on a separate sheet of paper (addendum). *Any addendum should be signed and dated and attached to the lease.*

If the landlord tells you there will be **NO WRITTEN LEASE**, carefully repeat (and preferably write down) everything the landlord has promised. Be sure the landlord knows that you are aware of what he/she has promised. The tenant may want to provide the landlord with a note or letter stating the terms of any verbal agreement.

## Other Questions to Ask

- ◆ Can you afford the rent and the utilities? Are there any “extra fees”?
- ◆ Are pets permitted on the premises? Pet deposits are security deposits.
- ◆ Do floors have to be covered by rugs? Are window drapes required?
- ◆ Is the dwelling furnished or unfurnished?
- ◆ Is the location convenient to work, school, grocery store, shopping, public transportation, etc.?
- ◆ Is there a laundry room or where is the nearest laundromat?
- ◆ Is the property secure? (Sturdy doors, lighted hallways, etc.)
- ◆ What work or repairs the landlord will do *before* you move in?
- ◆ When will you be able to move in?
- ◆ When can you get a list of existing damages?

## PROHIBITED LEASE PROVISIONS

Do not sign a lease with any of the following terms. They are illegal.

- ◆ “*Confess judgment*” – Tenant agrees to allow the landlord to file a judgment without going to court on any claim arising from the lease.
- ◆ Tenant agrees to *any right or remedy provided by law*.
- ◆ Tenant agrees to *pay a late penalty of more than 5%* of the amount of rent due. However, where rent is paid weekly, the landlord may charge a penalty of \$3.00 for each late payment, up to a maximum of \$12.00 per month.
- ◆ Tenant *waives his/her right to a jury trial*.
- ◆ Tenant agrees to *accept a shorter period for notice to vacate* than is provided by law (i.e., at least 30 days). (Both can agree to a longer notice period.)
- ◆ Tenant agrees to allow Landlord to *take possession of the premises or tenant’s property without ending the lease* or without the landlord going to court.
- ◆ The *landlord is held harmless from injury or damage caused by the landlord* in areas of the leased property not controlled by the tenant (such as stairways, halls, courtyards and elevators).

Before you move in, make sure that all promises made by the landlord have been kept and work is completed.

## RENTER’S INSURANCE

Obtain renter’s insurance to protect against loss of your possessions. The landlord’s insurance does not cover your property.

## SECURITY DEPOSITS

A security deposit is **any** money paid; including the final month’s rent paid before it is due, given to the landlord in order to protect the landlord against nonpayment of rent or damages.

### *Important points to remember:*

- ◆ The security deposit cannot be more than two month’s rent.
- ◆ The landlord must provide a written receipt for security deposits, which may be included in the written lease.
- ◆ Either the security deposit receipt or the written lease must inform the tenant of his right to receive a written list of all existing damages, ***IF the tenant makes a written request within the first 15 days of his occupancy.***

- ◆ Security deposits, with interest, must be returned to the tenant within 45 days after the end of the tenancy. However, the landlord may *keep* any amount of the security deposit because of property damage beyond normal wear and tear, unpaid rent, or damages caused by breach of the lease by the tenant.
- ◆ Tenants may be present at the “move out” inspection of the unit *if they notify the landlord by certified mail, at least 15 days before the date of moving from the unit, when they are moving and the tenant’s new address.*
- ◆ Tenants may sue landlords for failing to return security deposits and interest.

Check the *Maryland Guide* or contact Hagerstown Neighborhood Development Partnership at (301) 797-0900 for additional information regarding security deposits.

## **LEAD PAINT HAZARDS**

Maryland law requires that rental properties built before 1950 comply with the Lead Poisoning Prevention Program. Properties built between 1950-1978 may choose to participate.

If your landlord participates in the program, he must provide you with a *Notice of Tenant’s Rights, Protect Your Family From Lead In Your Home*, and a copy of the lead inspection report. Existing tenants must receive both copies every two years.

**If you suspect lead poisoning in any family member**, contact your doctor or the health department as soon as possible. Contact the Green & Healthy Homes Initiative at 1-410-534-6447 for information and advice, or visit their web site at [www.greenandhealthyhomes.org](http://www.greenandhealthyhomes.org)

## **INSPECTING THE DWELLING**

**Before you rent** or sign a lease, carefully inspect the house or apartment. The landlord or landlord’s agent should be present. Take your time in looking over the dwelling; this may be your only chance to inspect before signing the lease and making a deposit.

- ◆ Write down the condition of each room, the outside of the building, and any shed, garage, fencing, or yard included in the lease.
- ◆ Write down any “existing damages,” or any repairs which need to be made.
- ◆ If the landlord requires a security deposit, the tenant has the right to receive a written list of existing damages. However, the *tenant must make a written request for such a list, within the first 15 days of occupancy.*

## **INSPECTION GUIDELINES**

Use the following guidelines with the **Checklist Form** included with this handbook.

**Ceilings/Walls/Floors:** The ceilings, walls, and floors in each room should be in good condition. They should not have large cracks, severe bulging, water leaks or warping, or large amounts of loose or falling plaster.

**Electricity and Lighting:** Each room should have at least two electric outlets (receptacles). One of these may be a permanent ceiling light fixture. Outlets and switches should not have cracks or missing cover plates. Do not accept frayed or broken wiring.

**Windows:** Every window should be in good working condition and weather tight.

The living room, kitchen, and bedrooms should each have a window. If the kitchen does not have a window, it should have an exhaust fan that blows air to the outside of the building. Basement windows that open need locks, storm windows, or rat-proof shields to protect against entry of animals and insects.

**Paint:** Walls and woodwork should not have any chipping or peeling paint. Ask if the landlord will repaint the rooms and how often. Are tenants allowed or expected to paint the rooms?

**Locks:** Locks should be in good working order on all windows and doors that can be reached from outside the building.

**Kitchens:** The kitchen should have a place to store food, a place to prepare food, and a sink with hot and cold running water.

**Appliances:** Make sure any appliances provided by the landlord, such as stoves or refrigerators, are in good working order. Check them yourself. Will the landlord clean them before you move in?

**Bathrooms:** Each bathroom should have a working flush toilet, a sink with hot and cold running water, and an opening window or exhaust fan. Every unit must have a shower or bathtub in good working order. Bathrooms should have a door that closes, making the room private.

**Roofing:** Ask the landlord if the roof leaks. Look very carefully at the ceilings for dark or damp spots. A leaking roof can be one of the most frustrating problems a tenant faces. Make sure both you and the landlord are aware of any existing problems.

**Stairs and Railings:** Make sure railings are firmly attached, and stairs are in good condition.

### **Plumbing:**

- ◆ Check for leaking pipes and faucets. Look under sinks for leaking drains.
- ◆ A damp spot on the first floor ceiling may mean a leak from the pipe under the toilet.
- ◆ Turn the sink and tub faucets on all the way and see if they leak around the faucets. If either faucet drips, it will waste water and drive up utility bills. Dripping hot water can increase the cost of heating water.
- ◆ Check water pressure. Run a tub or shower and then turn on the bathroom sink at the same time to see if water pressure drops.
- ◆ Do the drains work properly? Fill the sink or tub first and then pull the plug. Does the water drain quickly or slowly? Does water back up into another drain? This could mean the bathroom or kitchen drains are partially blocked.
- ◆ If the shower area is tiled, look to see if the grout (white lines between the tiles) is loose or missing. Missing grout can cause water leakage behind the tiles.

**Heating:** If the landlord furnishes heat, ask other tenants if there is adequate heat and hot water during the coldest months. Find out which month's heat is provided, and the temperature setting.

### ***If the tenant pays for heat, find out:***

- ◆ Does the heater work and what kind of fuel is used?
- ◆ Does the landlord have the heater serviced each year? Who provides and changes filters used on the heating system?
- ◆ Is there a service contract with a fuel company?
- ◆ How much fuel was used last year and what did it cost to heat?
- ◆ Is the house well insulated and does it have storm windows?

From October 1 to May 15, the house temperature should be at least 65 degrees in the day and 60 degrees at night. If you need more heat, be sure that is worked out in advance with the landlord.

**Gutters and Drains:** These need to be secured properly to keep water from coming into the building.

**Garbage and Trash:** The landlord must provide a leakproof garbage can, with a lid, that can be stored outside of the house. Tenants are responsible for keeping the house and yard free of trash and garbage. Trash pickup may or may not be provided by the landlord. Find out what day(s) trash is collected, and where to set it out.

**Yards:** Should be free of trash and garbage; they should not be overgrown with weeds, grass and plants.

**Smoke detectors:** Generally, every sleeping area in every residential building must be provided with a working smoke detector, properly installed.

- ◆ In a 1, 2, or 3 family dwelling built before July 1, 1975, the *occupant* must supply and maintain the detector. In all other cases, the landlord is responsible for installation and maintenance of smoke detectors.
- ◆ Upon written request from a person who is deaf or hearing impaired, the landlord is required to provide a smoke detector that emits a light signal to warn the deaf or hearing-impaired person.
- ◆ Landlords must repair or replace detectors upon notice from the tenants.
- ◆ ***Tenants may not remove detectors and are required to inform the landlord if a smoke detector is not working.***

See the *Maryland Guide* for more information on smoke detectors.

## **AFTER MOVING IN**

- ◆ *Pay the rent when due* and follow the terms of your lease. If the landlord gives you a grace period to pay the rent, pay when agreed.
- ◆ *Keep records of your rent payments* and any letters you send to or receive from your landlord.
- ◆ *Keep the premises clean and in good condition.* Clean the unit when you move out, including the range and refrigerator.
- ◆ *Report any problems or needed repairs promptly* to the landlord. It is best to do this in writing.

# **LANDLORD'S GUIDELINES TO LEASING**

## **SELECTING TENANTS**

A thorough application process is essential to choosing a good tenant. Verify applicant's current and past addresses. Check the applicant's references, credit history, and current source of income. Can the tenant afford the rent plus the utilities? Keep written records of advertisements and applicant information.

The application process will not guarantee a good tenant, but will increase the chances of renting to tenants who understand their responsibilities. Once you have accepted an applicant, make very clear what is expected of the tenant and what you will provide or not provide.

*A written lease is highly desirable* because it gives you your best opportunity to clearly state the obligations and responsibilities of both tenant and landlord. By stating what is and *is not* provided, you may also avoid any wrong assumptions by the tenant. Standard leases are available in business supply stores, through Hagerstown Neighborhood Development Partnership, or the Landlord and Property Owners Association. Be sure to review any lease form carefully to identify any provisions that are prohibited by law.

## **AVOID HOUSING DISCRIMINATION**

Become familiar with federal and state laws which prohibit discrimination in housing, both in the advertising of units and in the selection of tenants. Also learn about the rights of persons with disabilities and your obligations under the law as a landlord. (See page 14, "Fair Housing Act.")

## **SPECIAL REQUIREMENTS FOR LANDLORDS WHO RENT MORE THAN FIVE UNITS**

A Landlord who rents more than five units within the State must use a written lease.

### ***The lease must also include:***

- ◆ A statement of what the agreement will be as to the condition of the premises (whether the landlord or the tenant will do certain repairs to the unit, etc.)
- ◆ A statement of who will pay for heat, gas, electric, water, etc.

### ***Prohibited provisions are:***

- ◆ A provision that allows the landlord to take possession of the premises or tenant's personal property except by filing the proper action in court.
- ◆ Any provision which allows the landlord to evict tenant because tenant has joined a tenant's organization.

See the *Maryland Guide* or call Hagerstown Neighborhood Development Partnership at (301) 797-0900 for more information.

## **CODE ENFORCEMENT**

Be sure to understand any local or state laws regarding building and occupancy codes and fire codes. Keeping your property in good condition is key to keeping good tenants and avoiding conflicts with owners of neighboring properties.

## **LEAD BASED HAZARDS**

**Owners of all rental dwelling units built before 1950 must comply with the Maryland Lead Poisoning Prevention Law, passed in 1994.** The law requires owners of these older rental properties to meet certain risk reduction standards. It also provides protection of limited liability to owners who comply. Owners of housing built between 1950 and 1978 **may choose** to participate in this program and limit their liability.

Housing that has been certified as lead-safe are exempt from this law.

Owners participating in the program must:

- ◆ Register the rental dwelling unit with MDE. New owners must register within 30 days after acquiring the property.
- ◆ Owners may register their properties by contacting Maryland Department of the Environment (MDE) at 410-537-3934 or 3918. For more information contact the Maryland Lead Hotline at 1-800-776-2706 or Hagerstown Neighborhood Development Partnership.
- ◆ Distribute the *Notice of Tenant's Rights, Protect Your Family From Lead In Your Home*, and a copy of the current verified inspection certificate from MDE. This must be done by a verifiable method (i.e., certified mail delivery) for all new tenants and every two years for existing tenants.
- ◆ **Federal Law** requires landlords or their agent to provide each new tenant with a copy of the EPA booklet, *Protect Your Family From Lead In Your Home*, for housing built before 1978. Landlords must also disclose the presence of any known lead-based paint and/or lead-based paint hazards in the housing.

## **OPERATING COSTS**

Know how much it costs to own and maintain each rental unit. Reserve funds for maintenance and turnover. Set rent levels accordingly. Develop and follow a maintenance schedule for each unit. Inspect at least once a year.

## **RECORD KEEPING**

Landlords must keep a record of the amount of rent paid and the date on which it was paid. Landlords must also keep a record showing that receipts were given for rent payments in cash.

Keep complete records on each property you rent, including a record of repairs and improvements made to the property.

Keep a written record of "move in" inspections which note the existing conditions of the property. These records can help landlords avoid disputes with tenants, or obtain legal relief more quickly.

## **COMMON PROBLEMS**

### **RENTAL UNIT NOT READY FOR OCCUPANCY WHEN PROMISED**

Under most circumstances, the tenant has the right to have the rent discontinued or reduced until the unit is ready for occupancy, or the tenant may cancel the rental agreement and obtain refund of all funds paid. Written notice to the landlord is necessary in both situations.

The landlord may also be liable for damages and costs suffered by the tenant because the rental unit was not ready.

### **LANDLORD FAILS TO HAVE DEFECTS REPAIRED**

The tenant should report any problems or needed repairs promptly. Start with a telephone call. If the landlord does not respond to verbal requests after a reasonable period of time, the tenant should *write a letter* to the landlord. The letter should state the problem to be corrected and ask when it will be taken care of.

*Always keep a copy of the letter. Send the original letter by certified mail with return receipt requested.*

If the problem or defect is not repaired in a reasonable period of time, the tenant should seek help from the appropriate agency.

Sometimes, the tenant has the right to pay the rent directly to the court into a “rent escrow” fund. See the *Maryland Guide* or call HNBP at (301) 797-0900 for more information on rent escrow.

### **LANDLORD CHANGES AN EXISTING LEASE**

Landlords must give proper written notice before making changes to a lease agreement, verbal or written. Proper notice is given according to the lease renewal term. See the *Maryland Guide* or call HNBP at (301) 797-0900 for additional information.

### **PROPER NOTICE**

Both landlords and tenants must give proper written notice before ending a lease agreement or to raise the rent. In month to month tenancies, written notice must be given at least one month before the end of the month when tenant is to leave.

### **DISAGREEMENT ON WHETHER RENT IS PAID**

The landlord is required to give the tenant a *receipt for all rent paid in cash*. The tenant should keep those receipts together with any canceled checks for rent payments. If the landlord still states that rent is unpaid, the tenant should seek help (see “WHERE TO SEEK HELP.”)

### **TENANT FAILS TO PAY THE RENT**

When a tenant does not pay rent on time, he/she can be evicted or put out.

If the tenant cannot pay the rent, he/she should contact the landlord at once to offer to pay a partial payment and catch the rent up with the following month’s payment. The tenant should be sure to keep the promise to pay.

If the landlord refuses extra time, the tenant should make every attempt to find the money. The tenant can seek help from the Department of Social Services, Community Action Council, or another service agency. (See page 17, “Where To Seek Help.”)

### ***Eviction Proceedings***

When rent is due and unpaid, the landlord files for “Summary Ejectment” in District Court. The Court will summon the tenant to trial usually within five days after the landlord has filed the complaint.

The tenant is notified of the court hearing by mail and/or by the constable. It is important that the tenant be present at the hearing.

If the judge finds in favor of the landlord, the tenant must pay all rent due and court costs, or must move out within ninety-six (96) hours. If the tenant does not pay or move out, the landlord can ask the court for a “Warrant of Restitution.” This warrant allows the landlord to make eviction arrangements with the sheriff or constable.

The tenant may appeal the court order within four days after it is issued. If the tenant appeals, he will be required to post bond.

At any time *before the actual eviction*, the tenant may pay all rent, court costs, and fees, and remain in the premises. However, the *landlord is not obligated* to accept the full payment if three or more judgments for rent were entered against the tenant in the previous twelve (12) months.

### **TENANT HOLDING OVER**

If the tenant does not move out after the landlord has given the tenant the proper notice to move, the landlord may file an action in District Court requesting that the tenant be evicted.

If the tenant is unable to leave the premises by a legally set date, the tenant may have to pay the landlord for any problems created by the tenant “holding over.”

A tenant may remain on the premises after the lease is terminated if *the landlord agrees*. The tenant may stay on a week to week basis if originally a weekly tenancy or on a month to month basis for all other types of tenancy.

### **LANDLORD THREATENS TO TURN OFF UTILITIES**

The landlord cannot do this legally. However, if the landlord does cut off services, do not withhold your rent. Seek help immediately. You may be eligible for rent escrow where you pay your rent into a fund *established by the Court* until services are restored.

### **RETALIATORY EVICTIONS, RENT INCREASES OR DECREASES IN SERVICES**

Landlords may not evict, increase rent, or cut off services from a tenant solely because a tenant has:

- ◆ Sent a written complaint to the landlord or to an agency.
- ◆ Taken his/her landlord to court.
- ◆ Become a member or organizer of a tenant’s organization.

These are called “retaliatory evictions.” If a tenant wins in court against the landlord in any eviction proceeding based on one of the above three reasons, the landlord may have to pay tenant’s reasonable attorney’s fees and court costs.

## **BREACH OF LEASE**

A breach of lease can lead to the eviction of a tenant. A breach of lease means *violation* of some term, covenant, or condition of the *verbal or written rental agreement between the tenant and landlord*.

Usually, the landlord will ask the tenant, either verbally or in writing, to stop the action causing the breach. If the tenant does not stop, the landlord can give the tenant an immediate written 30-day breach notice. The landlord may send proper written notice to the tenant that the lease has been violated or breached and that the landlord wants possession of the unit. The tenant may contest the notice.

If the tenant does not move out, the landlord may file an action in District Court. If the court finds against the tenant and finds that the breach or violation justifies eviction, the court will give possession to the landlord. The tenant can appeal the eviction after posting a bond and paying all rent and court costs.

Acceptance of any payment by the landlord, after the notice of breach, but before the eviction, does not mean the notice is waived, unless both parties so agree in writing.

### ***Breach of Lease is often due to:***

- ◆ *Damaging* the rental unit beyond normal wear and tear
- ◆ *Sub-leasing* without landlord's approval
- ◆ Using the rental unit for *purposes not permitted* under rental agreement, such as operating a business, taking in boarders, etc.
- ◆ Keeping an *animal in the unit* when not permitted
- ◆ Continual *late payment* of rent
- ◆ Operating a washer, dryer, or other *appliance* when not permitted
- ◆ *Congestion of hallways and common areas* (in multiunit building) with tenant's property such as bicycles, toys, etc.
- ◆ *Unreasonable noise* which disturbs other tenants or neighbors
- ◆ Failure to keep *lawn cut and to maintain grounds* in a single-family building
- ◆ Improper storage and/or *disposal of garbage* so as to attract roaches, rats
- ◆ *Painting, wallpapering, or remodeling* of rental unit without landlord's permission
- ◆ Creating a *waste* of water, heat, or other utility
- ◆ *Tenant fails to correct any damage* or deficiency, upon proper notice from landlord
- ◆ Failure to follow proper rules and regulations which are either in the lease, attached to the lease or given to the tenant when signing the lease.

## **FAIR HOUSING ACT**

“Fair Housing” is the law. It is illegal to discriminate in the rental, sale, or making of loans for housing. Fair housing laws protect each of us by assuring equal treatment and equal access to housing.

The Fair Housing Amendments Act of 1988 makes it illegal to discriminate against any person because of **Race or Color, National Origin, Religion, Sex, Familial Status, or Handicap**. These are the “protected classes” under our fair housing laws.

*Discriminatory acts include:*

- ◆ Refusal to show, sell, rent, or otherwise make unavailable or deny a dwelling to any qualified person
- ◆ Differing treatment or conditions
- ◆ *Advertising* that indicates a *preference, limitation, or discrimination* based on race, color, sex, religion, handicap, national origin, or familial status
- ◆ Steering to or away from certain locations
- ◆ Threats or interference with a person’s fair housing rights

## **HANDICAP (DISABILITY)**

Handicap means having a *physical or mental impairment* that substantially limits one or more major life activities, a record of such a disability, or being regarded as having such a disability.

Physical or mental disabilities can include hearing, mobility, and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS-related complex, and mental retardation.

*A landlord may not:*

- ◆ Refuse to *make reasonable accommodations* in rules, policies, practices, or services as necessary for the person to use the housing. Examples of reasonable accommodation include permitting a visually impaired tenant to keep a guide dog in a “no pets” building, or reserving a parking space for a mobility-impaired tenant.
- ◆ Refuse to let a handicapped person *make reasonable modifications to the dwelling or common use areas, at the tenant’s expense*, if necessary for the handicapped person to use the housing. Where reasonable, the landlord may permit changes only if the tenant agrees to restore the property to its original condition upon moving out of the dwelling.

## **FAMILIES WITH CHILDREN**

*Familial status protection covers:*

- ◆ Families with children under 18 years of age who are living with a parent or legal guardian
- ◆ Pregnant women
- ◆ A person in the process of getting legal custody of a minor under 18 years of age.

An exemption is allowed if building or community qualifies as housing for older persons.

## **MARITAL STATUS AND SEXUAL ORIENTATION**

Maryland law extends protection by prohibiting housing discrimination on the basis of *marital status or sexual orientation*. Marital status is defined as the state of being single, married, separated, divorced, or widowed. Sexual orientation means "the identification of an individual as to male or female homosexuality, heterosexuality, or bisexuality."

## **FAIR HOUSING EXEMPTIONS**

- ◆ A single family house sold or rented by the owner, provided the owner does not own more than three such single family houses at one time; the sale or rental is not advertised in a discriminatory manner; and the home is rented without the services of a real estate agent, broker, or sales person.
- ◆ Dwelling units or rooms in a building of four or fewer units provided the owner occupies one of the units as his residence.
- ◆ A dwelling owned or operated by a religious organization that limits or gives preference to persons of the same religion, unless the religion is restricted on the basis of race, color, or national origin.
- ◆ Lodging owned or operated by a private club as an incident to its primary purpose and not operated for commercial purposes.
- ◆ Housing does not have to be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

## **ENFORCEMENT OF FAIR HOUSING LAWS**

Persons who think they have been subjected to housing discrimination can file a complaint with the Maryland Commission on Human Relations (MCHR) or with the Department of Housing and Urban Development (HUD). Although you have one year after an alleged violation to file complaint, you should file as soon as possible.

## **MOBILE HOMES**

A *mobile home* is defined as a transportable structure at least 8 feet wide and 30 feet long and designed to be used as a dwelling when connected to utilities.

*Park owner* means any person who has an interest in the park including agents.

***Before a current or prospective resident signs a rental agreement***, a park owner must provide:

- ◆ Written notices stating capacity, availability, and connection fee for all services.
- ◆ A copy of the ***rental agreement*** which must contain the following:
  - Identification of site to be leased.
  - Term of at least 1 year.
  - Statement and terms of all fees to be charged. The park owner must notify the tenant at least thirty (30) days in advance of any increase in a park fee.
  - Description of all obligations of park owner and tenant.
  - Description of each facility, utility services, and other service owner provides.
  - Description of any termination or renewal option.
  - A reference to this law.
- ◆ *A copy of the rules including amending procedures.* Park owners may develop reasonable written rules, which apply equally to all residents.

Rules governing quiet enjoyment, right of entry, security deposits, eviction, retaliatory eviction, etc. are quite similar to those discussed in ordinary landlord-tenant law.

***Prohibited provisions include:***

- ◆ Resident authorizes any person to confess judgment (i.e., file a judgment without going to court) on a claim arising from the rental agreement.
- ◆ Resident waives any right or remedy provided by law.
- ◆ Resident waives his/her right to a jury trial.
- ◆ Park owner may take possession of the premises or residents personal property without the rental agreement having been terminated and without personal property having been abandoned by the tenant.

***Additional prohibitions include:***

- ◆ Entrance-Exit Fees are prohibited, but a reasonable service fee may be charged for installing or moving a mobile home.
- ◆ Park owner may not require the purchase of any permanent improvement that would become the park owner's property.
- ◆ Park owner may not prohibit resident from selling his/her mobile home, although the park owner may, by the park rules, reserve the right to approve the buyer.

Violations of this statute by the park owner can be reported to the Division of Consumer Protection Office, of the Attorney General. Annotated Code of Maryland 8A-I802

See the *Maryland Guide* or call HNDP at (301) 797-0900 for more information.

## **WHERE TO SEEK HELP**

### **CODE ENFORCEMENT/BUILDING INSPECTIONS**

An inspector can help with problems concerning the condition of a building, violations of housing codes, or unsafe conditions.

#### *City of Hagerstown*

Engineering and Inspections Department

**Safety and Building Inspector:** 301-739-8577, ext. 174

**Code Enforcement Inspector:** 301-739-8577, ext. 103  
City Hall, 1 E. Franklin Street, 2<sup>nd</sup> Floor, Hagerstown, MD 21740

#### *Washington County*

**Department of Permits and Inspections:** 240-313-2460  
80 W. Baltimore Street, Hagerstown, MD 21740

**Washington County Health Department:** 240-313-3200

1302 Pennsylvania Avenue, Hagerstown, MD 21740

Can investigate complaints or concerns about hazards to the health of you or your family.

### **LEAD PAINT HAZARDS**

**Maryland Department of Environment:** 410-537-3000

**Green & Healthy Homes:** 1-800-370-5323

### **HOUSING REHABILITATION ASSISTANCE**

#### *City of Hagerstown*

**Community Development Department:** 301-739-8577, ext. 136

1 E. Franklin Street, City Hall, 4<sup>th</sup> Floor, Hagerstown, MD 21740

Funding for homeownership and residential rehabilitation loans for qualified borrowers within the City of Hagerstown.

#### *Washington County*

**Office of Planning and Community Development**

100 W. Washington Street, Hagerstown, MD: 240-313-2430

Funding for home repairs for homeowners and 1 to 4 unit rental properties.

### **HOUSING ADVICE**

**Hagerstown Neighborhood Development Partnership / Hagerstown Home Store:** 301-797-0900

21 E. Franklin Street, Hagerstown, MD 21740

Free housing counseling on landlord-tenant matters and fair housing. Homebuyer education.

**Landlord & Property Owners Association of Washington County:** 301-745-3159

530 N. Locust Street, Hagerstown, MD 21740

Membership association to promote responsible real property ownership and investments. Advocates for rights of property owners. Provides many services to members including lease forms, code information, credit reporting, collections, and advertising service.

## **LEGAL ASSISTANCE**

**Legal Aid Bureau:** 301-694-7414 or 1-800-679-8813

(serves: Washington, Frederick and Carroll Counties)

22 S. Market Street, Frederick, MD 21701

Provides free counseling and legal representation for low income persons on civil matters such as utility cut off, evictions, lease terminations, denial of benefits, and some domestic law

**Consumer Protection Division:** 301-791-4780

State of Maryland, Office of the Attorney General

44 N. Potomac Street, Suite 104, Hagerstown, MD 21740

Enforces Maryland Consumer Protection Law A good place to call if you feel you have been the victim of fraud, misrepresentation, etc.

**Maryland District Court, Small Claims Division:** 240-420-4600

36 West Antietam Street, Hagerstown, MD 21740-4867

Anyone may file suit without the assistance of an attorney. The forms are simple; the costs are low; and the employees are very helpful.

## **EMERGENCY ASSISTANCE**

**Adventist Community Services:** 301-739-3854

35 W. Washington, Hagerstown, MD 21740

**Council of Churches Social Help Center:** 301-791-5092

15 Randolph Avenue, Hagerstown, MD 21740

**Interfaith Service Coalition (Hancock Area):** 301-678-6605

116 W. High Street, Hancock, MD 21750

**REACH Caregivers:** 301-733-2371

140 W. Franklin Street, Suite 300, Hagerstown, MD 21740

**CASA:** 301-791-3330

116 W. Baltimore Street, Hagerstown, MD 21740

Provides counseling and information concerning divorce, child custody and support, property settlement, and protection from domestic violence and criminal prosecution

**Washington County Department of Social Services:** 240-420-2100

122 N. Potomac Street, Hagerstown, MD 21740

Can provide emergency assistance in the event of a threatened, court-ordered eviction, or a cut-off of utilities (gas, water, electric services) NOTE: You must bring a copy of the court-ordered eviction or the copy of the utility cut-off notice to receive assistance quickly – they cannot help you without these items

**Washington County Community Action Council:** 301-797-4161

117 Summit Avenue, Hagerstown, MD 21740

Emergency financial assistance for eviction and utility cut-off; Rental Allowance Program (RAP) provides temporary rental assistance for the homeless; Energy Assistance program; rental information and referral services.

**Washington County Commission on Aging:** 301-790-0275

535 E. Franklin Street, Hagerstown, MD 21740

For persons 60 years of age or over, the Commission may be able to provide:

Legal Assistance

Emergency Housing Funds

Emergency help in the event of utility cut-off, lack of food, or threatened eviction

Administers the Crisis Intervention Program

## ***PERSONS WITH DISABILITIES***

**Washington County Office on Disability Issues:** 240-313-2077

33 W. Washington Street, Room 202, Hagerstown, MD 21740

If you need information about assistance for persons with disabilities, or about the Americans with Disabilities Act, contact the Coordinator for Disability Issues.

**Resources For Independence:** 1-800-371-1986

708 Fayette Street, Cumberland, MD 21502

Consumer controlled advocacy and service organization empowering persons with disabilities to live independently. Provides information and referral on accessible housing, attendant care, employment, health care, transportation, legal services, and skills training.

## ***DISCRIMINATION AND FAIR HOUSING REFERRAL***

**Hagerstown Neighborhood Development Partnership:** 301-797-0900

21 E. Franklin Street, Hagerstown, MD 21740

HNDP provides fair housing referrals and offers help with discrimination complaints. If you believe you have been discriminated against based on race, color, religion, sex, handicap, familial status, or national origin, call for assistance.

**Maryland Commission on Human Relations:** 301-797-8521

44 N. Potomac Street, Suite 202, Hagerstown, MD 21740

The Commission investigates complaints of discrimination in housing, employment, or public accommodations.

**U.S. Department of Housing and Urban Development (HUD):**410-962-2520, TDD 1-800-877-8339

Bank of America Bldg., Tower II, 100 S. Charles Street, 5<sup>th</sup> Floor, Baltimore, MD 21201

Fair housing section administers Federal Fair Housing Laws and investigates discrimination complaints in housing.

## **WHERE THE LAWS CAN BE FOUND**

### **ANNOTATED CODE OF MARYLAND**

**Washington County Free Library:** 301-739-3250

100 S. Potomac Street, Hagerstown, MD 21740

**Circuit Court Law Library, Courthouse:** 301-791-3115, weekdays 8:30-4:30

95 W. Washington Street, 2<sup>nd</sup> Floor, Hagerstown, MD 21740

### **CODE OF PUBLIC LAWS OF WASHINGTON COUNTY**

**Circuit Court Law Library, Courthouse:** 301-791-3115, weekdays 8:30-4:30

95 W. Washington Street, 2<sup>nd</sup> Floor, Hagerstown, MD 21740

### **HAGERSTOWN CITY CODE**

**Washington County Free Library:** 301-739-3250

100 S. Potomac Street, Hagerstown, MD 21740

**Circuit Court Law Library, Courthouse:** 301-791-3115, weekdays 8:30-4:30

95 W. Washington Street, 2<sup>nd</sup> Floor, Hagerstown, MD, 21740

**City Clerk's Office, City Hall:** 301-766-4183

1 E. Franklin Street, 2<sup>nd</sup> Floor, Hagerstown, MD 21740

### **HAGERSTOWN PROPERTY MAINTENANCE CODE**

**Washington County Free Library:** 301-739-3250

100 S. Potomac Street, Hagerstown, MD 21740

**Washington County Dept. of Permits and Inspections:** 240-313-2460

80 W. Baltimore Street, Hagerstown, MD 21740

### **MARYLAND LIVABILITY CODE**

**Washington County Dept. of Permits and Inspections:** 240-313-2460

80 W. Baltimore Street, Hagerstown, MD 21740

Town Halls of all towns and municipalities

### **MARYLAND ACCESSIBILITY CODE**

**Washington County Free Library:** 301-739-3250

100 S. Potomac Street, Hagerstown, MD 21740

**Washington County Dept. of Permits and Inspections:** 240-313-2460

80 W. Baltimore Street, Hagerstown, MD 21740

### **U.S. CODE**

Includes anti-discrimination and Fair Housing laws

**Circuit Court Law Library, Courthouse:** 301-791-3115, weekdays 8:30-4:30

95 W. Washington Street, 2<sup>nd</sup> Floor, Hagerstown, MD, 21740

# Housing Inspection Checklist

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

	WALLS	CEILINGS	FLOORS	DOORS	WINDOWS	OUTLETS LIGHTS	SINK	TUB SHOWER	TOILET
LIVING ROOM									
DINING ROOM									
BEDROOM 1									
BEDROOM 2									
BEDROOM 3									
KITCHEN									
BATH 1									
BATH 2									

G = Good condition or working order      R = Repair or replacement needed

Notes: