



TENANT RIGHTS FOR STUDENTS

Avoiding common problems with landlords for
students living off-campus.

Maryland Attorney General's Office
www.oag.state.md.us

TENANT RIGHTS

Problems with landlords are common for students living off-campus. Unaware of their rights as a tenant, and the laws regarding landlord tenant issues, college students often get into sticky situations involving leases in Maryland. Renting requires some sort of rental agreement between the landlord and tenant. It is important that you understand the commitments made in these contracts so that misunderstandings can be avoided. Here is a brief discussion of the rental process at each stage.

Student housing in dormitories, etc., which is provided by colleges and universities does not usually involve a lease agreement between the student and the college or university and therefore landlord-tenant laws do not apply.

MOVING IN

Application Fees

Most landlords will charge an application fee to cover costs of processing an application, such as running a credit check. If a landlord rents five or more units at one location, he/she is entitled to keep an application fee of \$25 or less. If the fee is more than \$25, the landlord must refund any amount that was not actually used to process your application.

If, at the time you fill out an application, a landlord asks for money to hold an apartment, it may not be clear to you that you are being asked for a security deposit. It is wise not to pay a security deposit until your application has been accepted and you are signing a lease. Before you pay any money, you should confirm with the landlord whether it will be refunded if you decide not to rent the apartment or if the landlord decides not to rent to you. Have the landlord write this information on a receipt—it could save you from fighting to get the money refunded later on.

Signing the Lease

Oral agreements are legal in Maryland for lease terms that are less than one year, but it is highly recommended that you obtain all agreements in writing. For a tenancy that is a year or longer, a written lease is required. Landlords who offer five or more housing units in Maryland must offer a written lease and must specify the landlord and tenant's obligations as to heat, gas, electricity, water and repair of the premises in the lease. You may also negotiate your own additional terms or modify terms beyond those covered by law. Both you and your landlord must initial any change in the lease.

Your lease may not:

- Include terms that ask you to waive or diminish your rights under the law;
- Impose a late rent penalty fee higher than 5 percent of the amount owed (or \$3.00 per week if rent is paid weekly);
- Give the landlord the right to evict or take any of your personal possessions without a court judgment;
- Provide for less than 30 days notice to terminate your lease.

Tip: If you request it in writing, a landlord must give you a copy of a lease before you decide whether to rent. It must include all terms agreed upon, complete in every detail, but it does not have to state your name and address, the date you are moving in, or identification and rental rate of your unit. This will ensure that you do not lose a portion or all of your security deposit to "hold" an apartment. It is best not to pay any money until you know for sure that's the apartment you want to rent.

Security Deposits

A security deposit is any money paid to a landlord that protects the landlord against damage to the rented property in excess of ordinary wear and tear, failure to pay rent, or expenses incurred due to a breach of lease. A security

deposit may not be more than two months rent. If you are overcharged you have the right to recover up to three times the extra amount charged. You must receive a receipt for the security deposit, which may be included in the lease. The landlord must put the security deposit in an escrow account. When returning deposits of \$50 or more, the landlord must include simple interest of 3 percent per year, accrued at six-month intervals from the date the security deposit was paid for any tenancy entered into prior to January 1 2015. For tenancies that began January 1, 2015 or later, the interest rate is payable at 1.5% OR the simple interest rate accrued at the daily U.S. Treasury yield curve rate for one year, as of the first business day of each year, whichever is greater. The Department of Housing and Community Development has a Rental Security Deposit Calculator on its website at www.dhcd.maryland.gov to make calculation of this interest rate easier. A landlord must pay 4 percent on deposits held before Oct. 1, 2004.

To avoid disputes...

- Make sure when you apply to rent, you are signing an application, not a lease. Do not sign a lease or pay a security deposit until you are certain you want to rent the apartment or house.
- Ask the landlord for a written list of any damages that already exist in the rental unit. You are entitled to receive a written list of existing damages within 15 days of taking occupancy, but you must request this list from your landlord. It is also a good idea to make a complete inventory of damages on your own. Give a copy to your landlord and keep a copy for yourself. This prevents you from being held responsible for damages when you move out and having your security deposit withheld.

LIVING IN AN APARTMENT

After selecting a place to live, it is important to maintain a good relationship with your landlord and your neighbors. This will help develop a good rental record, a good credit history and ensure a pleasant living situation for all parties.

Tips for Successful Apartment Living...

- Pay your rent on time.
- Avoid damaging the premises.
- Inform the landlord when repairs are needed. Put your requests for repairs in writing and keep a copy for your records.
- Inform the landlord, in writing and by certified mail, when you plan to move out with at least 30 days advance notice (or within the amount of time specified on the lease).
- Observe and follow local county and city laws.*
- Introduce yourself to neighbors. Notify them if you plan to have a party.
- Keep the noise level down.
- Take responsibility for your guests and their behavior.
- Respect neighborhood parking regulations.

**Some Maryland cities and counties have enforced occupancy restrictions. For example, the occupancy in single-family dwellings is limited to no more than four unrelated persons and occupancy in town homes is restricted to no more than three unrelated persons in the city of Salisbury. Enforcement may require all tenants to move out, with fines from \$25-50 per day up to a \$300 maximum and court action.*

Additionally, some Maryland cities and counties have also enforced noise ordinances restricting the use of loud audio equipment during certain hours of the day. Fines may be assessed for those disobeying the ordinances.

When the Landlord Fails to Make Repairs

Under Maryland law, if a landlord fails to repair serious or dangerous defects in a rental unit, you have the right to pay your rent into an escrow account established at the local district court. However, the law is very specific about the

conditions that must exist before rent can be placed into escrow. You must give the landlord proper notice and adequate time to make the repairs. Rent escrow is not provided for defects that just make the apartment or home less attractive or comfortable, such as small cracks in the walls, floors or ceilings.

The serious and/or dangerous conditions include:

- Lack of heat, light, electricity or water, unless you are responsible for the utilities and the utilities were shut off because you didn't pay the bill.
- Lack of adequate sewage disposal; rodent infestation in two or more units.
- Lead paint hazards that the landlord has failed to reduce and treat.
- The existence of any structural defect that presents a serious threat to your physical safety.
- The existence of any condition that presents a serious fire or health hazard.

In order to withhold rent for conditions that constitute a threat to life, health or safety you must notify the landlord by certified mail, or the landlord must receive notice of the violations from an appropriate government agency such as the local housing department.

The landlord has a fair and reasonable time after receipt of the notice to correct the conditions. If the landlord fails to make repairs after you have attempted to notify him/her in writing, you can report the landlord to local authorities. The local authorities will investigate your complaints and, if the landlord is cited for violations, repairs will have to be made.

You may go to court to file a rent escrow action asking to pay rent to the court. Before an escrow account can be established, the court will hold a hearing to listen to both sides of the story. If the facts call for a rent escrow account to be set up, the judge can take several actions. All or part of your escrow rent money can be returned to you as compensation, all or part of your escrow rent money can be returned to you or the landlord to make repairs, or a special administrator can be appointed to ensure that the repairs are made. Once the escrow account is established, you must continue to regularly pay rent into this account until the Court orders otherwise. Follow the procedures required in your local county or city laws for setting up an escrow account.

MOVING OUT

The landlord must return a tenant's security deposit plus interest, less any damages, within 45 days after the tenancy ends. If the landlord withholds any part of your security deposit, he or she must send you a written list of damages, with a statement of what it actually costs to repair the damages, by first-class mail to your last known address within 45 days after you move out. If the landlord fails to return the security deposit, you have the right to sue for up to three times the deposit, plus reasonable attorney's fees.

Normal Wear and Tear

A landlord may not deduct charges from your security deposit for normal wear and tear on the premises. For instance, if you have left small holes in the wall from hanging pictures that would be considered wear and tear. However, if you have knocked a hole in the wall that would require drywall or plaster, that would be considered damage. Common sense suggests that carpeting will need to be replaced periodically, and walls will need repainting due to wear and tear. A landlord must expect to bear these costs as part of doing business.

You have the right to be present when the landlord inspects your rental unit for damages at the end of your lease. To exercise this right, you must notify the landlord **in writing** by certified mail, at least 15 days prior to moving out, of your intention to move, the date of your move, and your new address. Many leases contain provisions outlining how many days notice you have to give the landlord if you do not wish to renew the lease—make sure you give enough advance notice as outlined in the lease. The landlord must then notify you by certified mail of the time and date of the inspection. The inspection must be held within five days before or after your move-out date. If you are moving out of state, make sure to inform the landlord in your letter of intention to move that you are moving out of the state and request that the landlord perform the inspection a few days before you move out.

ADDITIONAL TENANTS' RIGHTS INFORMATION AND ASSISTANCE WITH RENTAL PROBLEMS

The Attorney General's Office

The Attorney General's Consumer Protection Division has a Mediation Unit that can help try to resolve a dispute with a landlord.

Downtown Baltimore Office

200 St. Paul Place, 16th Floor

Baltimore, MD 21202-2021

Complaint Line: 410-528-8662 or D.C. metro area: 301-470-7534

9 a.m. to 3 p.m., M-F

Website: www.oag.state.md.us/consumer (Consumers can download a consumer complaint form)

Branch Offices:

Cumberland Telephone Assistance

301-722-2000

9 a.m. to 12 p.m., 3rd Tuesday of each month

Frederick Telephone Assistance

301-694-1071

9 a.m. to 1 p.m., 2nd and 4th Thursday of each month

Western Maryland Branch Office

44 N. Potomac St., Suite 104

Hagerstown, MD 21740

301-791-4780

8:30 a.m. to 4:30 p.m., Mon-Fri.

Eastern Shore Branch Office

201 Baptist Street

Salisbury, MD 21801

410-543-6620

8:30 a.m. to 4:30 p.m., Mon-Fri.

Find out if your county has its own landlord-tenant laws that might offer you extra protection. Although the Consumer Protection Division covers the entire state, two counties have a consumer affairs division that can try to help you with your dispute:

Howard County Office of Consumer Affairs

6751 Columbia Gateway Drive

Columbia, Maryland 21046

410-313-6420

Montgomery County Office of Landlord Tenant Affairs

100 Maryland Avenue, 4th Floor

Rockville, Maryland 20850

240-777-3609