

General Information

An owner/occupant landlord can rent rooms to two individual tenants without obtaining a rental facility license. However, if an owner rents to more than two tenants, the property could be considered a rooming house, and the owner may need to obtain a license from the Montgomery County Health Department.

Characteristics of Room Rentals

- Rooms rented to several individuals in homes that are owner occupied
- Shared kitchen facilities/Utilities
- Monthly or weekly tenancies



Basement Rooms

Landlords often rent the lower level of their homes to tenants and these units often have certain safety concerns. Tenants who are renting rooms in a basement need to be sure that the room in which they sleep has:

1. A window that is at least 20 inches wide, 24 inches in height, and is not more than 44 inches off the ground;
2. A working smoke detector;
3. A ceiling height of at least 7 feet; and
4. An exit door that has a thumb turn latch on the inside.

Tenants renting basement rooms that are missing any of the requirements listed above are living in potentially dangerous units. Please call Housing Code Enforcement at 240-777-0311 if you have any questions regarding the safety or legality of a basement room rental.

Accessory Apartments

A basement room rental that contains cooking facilities is considered an accessory apartment and must be licensed and in compliance with the County Code. Landlords are not allowed to have accessory apartments in townhouses. If you have questions regarding accessory apartments, please call Housing Code Enforcement at 240-777-0311. If you have question regarding licensing of these units, call Licensing and Registration at 240-777-0311.



Helpful Hints

- Keep the lines of communication open. It is much easier to resolve issues when a spirit of cooperation exists between landlord and tenant.
- Put all agreements in writing and be specific. Determine such things as: Who is responsible for the utilities? May I smoke? Where do I park? Does the rental include use of common areas? Remember, you are sharing a home, and misunderstandings can escalate to problems quickly.
- Provide and/or keep receipts for all rent payments.
- Keep noise to a moderate level.
- Respect the rights of everyone in the house.
- Keep your area and all common areas clean.
- Make all requests for repairs in writing. Written agreements eliminate many misunderstandings.
- Inspect the room together at move in, make note of any problems, and take pictures. These precautions will help prevent problems at the end of the tenancy.
- Inspect the room together when the tenant vacates, make note of any problems, and take pictures. This will be proof of the condition of the property at the end of the tenancy.



Resources

- **Local library** – The library has copies of the State and County Code for review.
- **Conflict Resolution Center MC** (301-652-0717) - Promote and provide collaborative problem solving processes throughout Montgomery County.
- **Legal Aid Bureau** (240-314-0373) - If a tenant is financially eligible for service, the Legal Aid Bureau offers free legal services to assist in resolving disputes.
- **Self Help Center** (410-260-1392) - A call center staffed by attorneys that answers questions regarding civil cases filed in the District Court. This service is free to all.
- **District Court of Maryland** (301-563-8800)- Both landlords and tenants can file a small claims actions with the District Court if they have security deposit disputes or disputes regarding damages.
- **Housing Code Enforcement** (240-777-0311) - Tenants have the right to file a complaint with Housing Code Enforcement if the landlord fails to make repairs that are required by the Housing Code.
- **Office of Landlord-Tenant Affairs** (240-777-0311) -While this Office does not have jurisdiction over room rentals in owner occupied homes, staff will try and answer questions regarding these rentals.
- **Montgomery County Health Department** (240-777-0311) - If an owner, living in a property, rents to more than two tenants, he/she may need to obtain a license through this agency.
- **www.montgomerycountymd.gov/dhca**– The Department's website is a valuable resource for both landlords and tenants. There is a model Room Rental lease available on our website as well.



ROOM RENTALS



Montgomery County, Maryland

Office of Landlord-Tenant Affairs

100 Maryland Avenue, 4th Floor
Rockville, MD 20850

Phone: 240-777-0311, Fax: 240-777-3691
(311 within Montgomery County)
Email: olta.intake@montgomerycountymd.gov
www.montgomerycountymd.gov/hca

This information is available in alternative formats

ROOM RENTALS

For many residents in Montgomery County, renting a room provides an economical alternative to renting an apartment or a house. Conversely, renting a room in one's house can provide a good source of extra income. Renting rooms can, however, present problems for landlords and tenants. A roomer generally has access to the main kitchen and may or may not have a separate bathroom. Chapter 29, Landlord-Tenant Relations of the Montgomery County Code, does not cover tenants in owner occupied homes.



Tenants in owner-occupied homes have rights under the law. Chapter 26, Housing and Building Maintenance Standards of the Montgomery County Code ("Housing Code"), does apply to tenants who rent rooms. Tenants can file complaints with Housing Code Enforcement against the landlord for failure to make required repairs to the property. Title 8, Landlord and Tenant of the Real Property Article, Annotated Code of Maryland ("State Code"), also protects tenants who rent rooms. While these tenants may not enjoy some of the specific protections of Chapter 29 of the County Code, landlords must abide by the provisions of the Housing Code and Title 8 of the State Code, including the proper handling and disposition of security deposits.

While this overview does not provide all of the rights and obligations of landlords and tenants, it does provide a good starting point. Remember, room rentals can be a positive experience for both landlords and tenants if both parties follow the law, exercise good judgment and common courtesy.



Laws Covering Room Rentals

STATE CODE



- Title 8, Landlord and Tenant of the Real Property Article, Annotated Code of Maryland ("State Code") requires any landlord who receives a security deposit in excess of \$50.00 to give the tenant a written receipt for the deposit, which may be included in the lease. This receipt must inform the tenant of his/her rights as required by § 8-203.1 of the State Code as follows:
 - (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.

- If a landlord fails to inform the tenant of these rights when the deposit is received, he/she forfeits the right to retain any of the deposit for damages. The landlord may also be subject to a penalty of up to three times the withheld amount.
- The landlord must pay interest on any security deposit in excess of \$50.00. Effective January 1, 2015, the interest due 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, less any damages rightfully withheld. This rate cannot be reduced by contract or agreement between the landlord and the tenant.
- The landlord must give the tenant a written notice when he/she wants the tenant to vacate the property. This notice must equal the length of the rental period; therefore, if a tenant pays rent by the month, the landlord must give one month's written notice. If a tenant pays by the week, the landlord must give one week's written notice.
- If a tenant fails to vacate at the end of the notice period, the landlord is required to file a complaint for Tenant Holding Over against the tenant in the District Court which will result in the eviction of the tenant by judicial process. □
- The landlord cannot ask the tenant to vacate simply because the tenant exercises the right to file a complaint under State law.
- The landlord is required by the State Code to give a receipt for rent payments paid in cash or on request. If the landlord fails to provide a tenant with a receipt for a rent payment in cash or on request, he/she is subject to a \$25.00 fine.