



# Accessory Apartment Lease Montgomery County, Maryland

Approved by the Montgomery County Commission on Landlord-Tenant Affairs  
Copies of the Montgomery County Landlord-Tenant Handbook are available online at  
[www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca) or upon request at (240-777-0311)

(Not For Use in the Incorporated City of Gaithersburg, City of Rockville or City of Takoma Park)  
Please note that the initial Lease must be accompanied by a Lease Summary issued by DHCA

THIS LEASE, made on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ as Agent for Landlord (hereinafter "Landlord" or "Landlord/Agent") and \_\_\_\_\_ (hereinafter "Tenant"¹).

WITNESS, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as \_\_\_\_\_, Montgomery County, Maryland, for the term of \_\_\_\_\_ beginning on the first day of \_\_\_\_\_, \_\_\_\_\_, and ending on the last day of \_\_\_\_\_, \_\_\_\_\_, at a total rent of \$ \_\_\_\_\_, payable in equal monthly installments of \$ \_\_\_\_\_ in advance on the first day of each and every month ("Rent Due Date") of said term. If this is a two-year lease, the total rent for the first year is \$ \_\_\_\_\_, payable in equal monthly installments of \$ \_\_\_\_\_ in advance on the first day of each and every month ("Rent Due Date") of said term; the total rent for the second year is \$ \_\_\_\_\_, payable in equal monthly installments of \$ \_\_\_\_\_ in advance on the first day of each and every month ("Rent Due Date") of said term. Tenant agrees to pay the rent in accordance with the lease agreement. Tenant agrees to pay rent to \_\_\_\_\_ at \_\_\_\_\_, (or at such other place as Landlord may from time to time designate) in full, without diminution, deductions or demand and this obligation to pay rent is independent of any other clause herein. Failure to pay rent at the time specified will constitute default and the Landlord may use any remedy available under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments for damages, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether they are designated "rent" or "additional rent" will be applied to the last debt owed to the Landlord from the Tenant. Landlord/Agent shall give the Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise and upon request by the Tenant, regardless of method of payment. If the Tenant pays via portal designated by the Landlord, no additional fee will be charged for this service.

Each Tenant is jointly and severally liable to Landlord/Agent for full performance under every covenant and condition of this Lease Agreement and for compliance with applicable law.

### PRO RATA RENTAL PAYMENTS

1. It is additionally understood and agreed that Tenant is to commence occupancy of the premises on \_\_\_\_\_, \_\_\_\_\_. Tenant is to pay the sum of \$ \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, as "pro rata" rent for the period \_\_\_\_\_, \_\_\_\_\_, through \_\_\_\_\_, \_\_\_\_\_.

### ADDITIONAL CHARGES

2. Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days beyond the date it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the ten (10) day late period is **NOT a grace period**, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of the Landlord's right to institute legal proceedings for non-payment of rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when the rent becomes due and payable. Landlord will notify Tenant in writing of intent to file suit ten (10) days in advance, via Notice of Intent to File a Complaint for Summary Ejectment (Failure to Pay Rent) as required by law. A service charge (which sum shall not exceed the maximum permitted by state law) of thirty-five dollars (\$35.00) will be automatically charged for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

¹ In this Lease the plural will be substituted for the singular number in any place or places herein in which the context may require such substitution.

## SECURITY DEPOSIT

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), receipt of which is hereby acknowledged, which sum does not exceed the equivalent of two (2) months' rent, which is to be held as collateral security and applied on any unpaid rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland.

Within 45 days after the end of the tenancy, the landlord shall return the security deposit to the tenant together with simple interest which has accrued at 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. For any year in which the landlord has held the security deposit for less than the full year, the landlord shall pay an amount of interest calculated by:

1. Multiplying the amount of the deposit by the daily U.S. Treasury yield curve rate for 1 year that was in effect as of the first business day of that calendar year, or 1.5%, whichever is greater; and
2. Multiplying the result obtained under item 1 of this subparagraph by a fraction, the numerator of which is the number of months that the deposit was held that year and the denominator of which is 12.

Interest shall accrue at six-month intervals from the day the tenant gives the landlord the security deposit. Interest is not compounded. Interest shall be payable only on security deposits of \$50 or more.

If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees. A landlord is entitled to rely on the list of yield curve rates or the customized calculator maintained by the Maryland Department of Housing to determine the amount of interest due on a deposit.

Tenant's obligations under this Lease may not end when Tenant vacates the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy; in such event, Landlord reserves the right to pursue Tenant for reimbursement for expenses incurred to repair damages to the premises. . This clause does not excuse the Landlord from compliance with applicable statutory provisions governing return of the security deposit.

In the event of a sale of the property on which the premises are located or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee and Landlord/Agent is released from all liability for the return of the security deposit. The Tenant must look solely to the new Landlord/Agent for the return of their security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of an assignment of this Lease pursuant to a written agreement duly executed by the Tenant, the Landlord/Agent, and an assignee under which the Tenant assigns their interest in the security deposit to the assignee, the obligation of the Landlord/Agent to return any portion of the security deposit to the Tenant shall be extinguished and the Landlord/Agent shall be released and discharged from any cause of action, claim, or demand arising from the Landlord/Agent's failure to return the security deposit to the Tenant.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

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 three (3) times the security deposit withheld, plus reasonable attorney's fees.

## POSSESSION

4. If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the beginning of the term of this Lease, Tenant's right of possession hereunder is postponed until said premises are vacated by such other person, and the rent due hereunder must be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. The Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease; the security deposit and rent paid must be returned to the tenant within fifteen (15) business days after Landlord's receipt of the notice. If the Landlord fails to provide the Tenant with possession of the premises at the beginning of the term of this Lease, whether or not the Lease is terminated under this section; the Landlord is liable to the Tenant for consequential damages actually suffered by the Tenant subsequent to the Tenant's giving notice to the Landlord of the Tenant's inability to take possession of the leased premises.

**ACCEPTANCE OF PROPERTY**

- 5. a. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found it to be in satisfactory condition.
- b. List of existing damages. Tenant has the right to have the premises inspected by the Landlord in the Tenant's presence, to make a written list of any damages existing at the commencement of the tenancy. The Tenant must make this request by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. Upon landlord's receipt of the form, Landlord must promptly inspect the premises to confirm or deny the existence of the damages claimed to exist prior to Tenant's occupancy. A copy of the inspection report must be given to the Tenant. Tenant acknowledges that he/she has been supplied a form on which to list existing damages, attached to the Lease.
- c. Landlord acknowledges his/her responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the premises and the property of which it is a part, including Chapter 8, Title "Buildings," Chapter 22, Title "Fire Prevention," Chapter 26, Title "Housing Standards," and Chapter 59, Title "Zoning" of the Montgomery County Code, as amended, which are incorporated by reference into this Lease, pursuant to which code provisions Landlord provides this express warranty of habitability and covenant to repair.

**USES/AUTHORIZED OCCUPANT**

6. The premises will be used solely for residential purposes and be occupied by **no more than 2 adults over the age of 18**, not including children. The following persons and no others, except afterborn children, are authorized by Landlord to reside within the demised premises: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tenant will not use the premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local laws and ordinance. Tenant agrees that quiet enjoyment includes not knowingly allowing or permitting controlled dangerous substances or paraphernalia within leased premises or common areas.

**Guests.** Persons visiting Tenant may not reside at the premises for more than two (2) weeks total during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

**PETS**

7. The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets must have the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy. Tenant must provide a receipt from a contractor for work performed. For all other damages, Tenant agrees to pay for all damages to the premises caused by pets. Tenant is authorized to have pets:

YES    NO   # ALLOWED \_\_\_\_\_   TYPE OF PET(S) \_\_\_\_\_   WEIGHT \_\_\_\_\_ (See Pet Addendum)

**MAINTENANCE**

- 8 a. Tenant must generally maintain the rental dwelling in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers
- b. Tenant must place all garbage and trash in suitable covered containers. Tenant will furnish his/her own electric light bulbs and fuses.
- c. Tenant must keep at least 80% of the floor area covered with rugs or carpeting.
- d. Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance.

*Tenant must not order repairs or replacements without prior approval from the Landlord/Agent.* If a Landlord fails to correct violations cited by DHCA's Division of Housing Code Enforcement within the timeframe prescribed, the Director of DHCA, **may**, upon request by the Tenant, allow the Tenant to make the repair and deduct the cost from the rent, not to exceed the amount owed for one month's rent. Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees, invitees or pets.

## COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS

9. Tenant, Tenant's family, guests and employees must abide by all rules and regulations and all notices governing the property now or hereafter in effect by the \_\_\_\_\_ (print name of common ownership community, if applicable), that are brought to the attention of the Tenant, that the Tenant consents to in writing, and that are reasonably necessary to preserve the property of the Landlord, other Tenants, or any other person. A copy of this Lease will be submitted to the Association if required by the Association. Any obligation of the owner that affects the use and occupancy of the premises or any common area associated with the premises is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the Association rules and regulations. In addition, the Declaration of Covenants and Bylaws, where applicable, are currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. Failure to cure any violations on the part of the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result of this failure.

(Initials) \_\_\_\_\_

## UTILITIES

10. Tenant must pay all utility bills that are individually metered or charged to the premises as and when the same shall become due and make all required deposits. Tenant is responsible for the following utilities:

(Check all that apply)  gas  electric  water and sewer  telephone  cable

If this unit is in a building that was constructed prior to 1978 and the Tenant pays for electricity and/or gas, the Landlord must provide the Tenant with all information required under the Public Utilities Article of the Maryland Code and applicable COMAR provisions governing electric and gas submeters and energy allocation systems.

## SMOKE DETECTORS

11. a. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing. Landlords MUST replace all smoke detectors manufactured more than 10 years ago.

b. **Landlord must install at least one lithium ion sealed 10-year battery-operated smoke detector or an electrical AC voltage hard-wired smoke detector with a battery backup in each sleeping area.**

c. **If the premises contain fuel-burning appliances, the Landlord must install a carbon-monoxide detector.**

## SPRINKLER SYSTEM

12. In units equipped with fire sprinkler systems, no portion of the system is permitted to be changed, altered, or tampered with. Sprinkler heads must not be painted, covered, or obstructed, nor must anything be hung from them.

## ALTERATIONS

13. Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices and wiring, satellite dishes; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent.

## VEHICLE/PARKING

14. No motor vehicle, trailer or other such vehicle may be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street or as regulated by the Condominium or Cooperative Association named in Paragraph 9. Landlord/Agent assumes no responsibility or liability whatsoever for the loss of or damage to any vehicle while parked in said area other than loss or damage occasioned by negligence of Landlord/Agent.

## INSURANCE

15. Landlord's insurance policy does not provide tenant coverage for personal belongings. Tenant will do nothing and permit nothing to be done on or about the premise and common areas, which will contravene any insurance policy covering the same.

Tenant is strongly advised to obtain appropriate Renter's Insurance to protect Tenant's personal belongings and liability coverage.

Tenant is required to obtain Renter's Insurance and provide proof of insurance to the Landlord upon the signing of this Lease.  
\_\_\_\_\_ (init)

**SUBLET/ASSIGNMENT**

16. Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$25.00 service charge defraying Landlord's expenses incidental to processing the application for assignment or sub-tenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. If the legal documents and rules and regulations of the Association named in Paragraph 9 prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

**HOLD HARMLESS**

17. Tenant will indemnify and hold Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant, unless damage, injury or accident is caused by the Landlord's/Agent's negligence or violation of law. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source except where such loss or damage results from Landlord's negligence or violation of law.

**LANDLORD/AGENT ACCESS TO PREMISES**

18. a. The Landlord/Agent may enter the dwelling unit after giving due notice (24 hours) to the Tenant and the Tenant has not unreasonably objected, to: make necessary repairs, decorations, alterations or improvements; supply services during normal business hours, except in an emergency; or when the Landlord has good cause to believe that the Tenant may have damaged the dwelling unit or may be in violation of County, State, or Federal law; or exhibit the dwelling unit to prospective purchasers, mortgages, or tenants only during normal business hours, including weekends, except as the Landlord/Agent and Tenant otherwise agree. Landlord/Agent may enter the dwelling unit immediately without notice to Tenant in an emergency.

b. Landlord/Agent may enter the dwelling unit after providing not less than 72 hours' notice to the Tenant when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection. Any requests for service from Tenant or repairs will be construed to mean that permission to enter the unit has been granted for making requested repairs, however, this does not relieve the Landlord's obligation to give 24 hours' notice to the Tenant before entering the unit.

c. During the last 60 (sixty) days of the term of this Lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons. Tenant agrees to cooperate with Landlord or his Agent in showing the property. Tenant is advised that on occasion he/she may be asked to exhibit the premises on less than twenty-four (24) hours' notice.

Initials: \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Landlord)

**DEFAULT**

19. a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his/her family, employees, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, the Association identified in Paragraph 9 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events; the Landlord/Agent will have the right to terminate this lease by serving the Tenant personally or sending via first class mail thirty (30) day written notice to quit and vacate the premises containing in said notice the basis for the termination. However, if the breach of lease involves behavior by the Tenant, or by a person on the premises with the Tenant's consent, which demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the Landlord, the Landlord's property or representatives, or any other person on the premises, the Landlord/Agent has the right to terminate this Lease by serving the Tenant with a fourteen (14) day written notice to quit and vacate the premises which contains the basis for the termination. Tenant may be served in person or by first class mail. At the expiration of said notice or any shorter period conferred under or by operation of law, the Landlord/Agent may use any remedy provided by law for the repossession of the property and the recovery of delinquent rent.

b. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such a default, the Landlord/Agent may file a Complaint in the District Court for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

**COURT AWARDED LEGAL FEES**

20. In an action by the Landlord to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay actual court costs, legal costs and attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the Tenant's rent and need not be paid to redeem the premises. If the Tenant is the prevailing party and/or costs and attorney's fees are awarded by the court, the Landlord is obligated to pay those fees and costs.

## **WAIVER**

21. Any waiver of a default hereunder should not be deemed a waiver of this Agreement or any subsequent default. Acceptance of a default does not operate as a waiver of such default, even though such acceptance continues for any extended period.

## **TERMINATION-HOLD OVER**

22. a. In the case of a periodic tenancy, where the lease does not contain a stated term (e.g., for one year) either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other two (2) months' written notice of termination. This Lease will terminate on the last day of the second complete month following delivery of such notice. If Tenant holds over after the expiration of the term of this Lease, he/she will, in the absence of any written agreement to the contrary, become a Tenant from month-to-month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

b. Failure to vacate the premises after proper notice is given may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the premises because of Tenant's holdover occupancy.

c. Tenant is responsible for the entire month's rent in the case of a hold over tenancy, although the tenant vacates prior to the end of the month.

## **SURRENDER OF PREMISES/MOVE-OUT INSPECTION**

23. a. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear accepted. Tenant will leave the premises in broom-clean condition, free of trash and debris, however, Tenant will not paint marks, plaster holes, crevices or cracks, or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same will be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply may be construed as sufficient cause to charge Tenant for changing locks.

b. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the premises if Tenant notifies Landlord, by certified mail fifteen (15) days prior to Tenant's date of moving, of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent will notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date will occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's notice.

## **ABANDONED PROPERTY**

24. Any personal property which is left on the premises for more than seven (7) days after termination of the tenancy will be considered to be abandoned and may, at the option of Landlord/ Agent, be disposed of at the Tenant's expense. Landlord/Agent is not liable to Tenant or any other person for the loss of property so abandoned.

## **DESTRUCTION**

25. If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs will be made by Landlord without unreasonable delay, and Tenant may be entitled to a reduced rent while repairs are being made or be provided temporary alternative housing at the Landlord's expense.

## **SUBORDINATION**

26. This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to affect such subordination. The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of the written request from the Landlord or the lender(s), the Landlord will have the right, and is hereby authorized to execute on behalf of the Tenant, any such document(s). Tenant agrees to become a Tenant to any subsequent owner of the Property.

## **ESTOPPEL CERTIFICATE**

27. Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no

existing default hereunder or specifying each such default of which the signer may have knowledge, and (c) that Tenant does not have any actual or pending claim against Landlord.

### **EVICTIION ASSISTANCE**

28. When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the lease premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs, 1401 Rockville Pike, 4<sup>th</sup> Floor, Rockville, Maryland 20852, (240) 777-0311.

### **MANAGEMENT**

29. These premises will be managed by \_\_\_\_\_ (Owner/Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner will abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

### **RETALIATORY EVICTION**

30. a. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to any public agency, or for any law suit filed by the tenant against the Landlord/Agent or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

b. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

### **CANCELLATION BY TENANT IN INITIAL TERM FOR REASONABLE CAUSE BEYOND THE TENANT'S CONTROL**

31. a. The initial term of this Lease may be terminated upon thirty (30) days written notice issued to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment; Tenant or Tenant's child being a victim of domestic violence; Landlord harassing the Tenant or violating the Tenant's privacy rights; Tenant or Tenant's spouse being 62 or older, no longer able to live independently, and needing to move to a nursing home or other senior housing; Tenant being incarcerated or declared mentally incompetent; or for any other reasonable cause beyond Tenant's control. Tenant must provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant must specify the cause(s) in writing to Landlord/Agent and must include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim. In the event of termination under this provision, Tenant may be liable for a reasonable termination charge not to exceed the equivalent of one (1) month's rent at the rate in effect as of the termination date, or the actual damages (caused by breach of lease) sustained by the Landlord, whichever is the lesser amount. The termination charge is to be in addition to the total rent due and owing through said termination date.

b. The initial term of this Lease may be terminated upon thirty (30) days written notice issued to Landlord/Agent due the Landlord's failure to correct a violation of applicable law that adversely affects the immediate health and safety of the tenant, as described in Section 29-22(b)(1) of the County Code, in the Tenant's unit or a common area available for use by the Tenant, within 30 days after being ordered to do so by the Department if: (A) the Tenant has allowed the Landlord access to make the required repairs; and (B) after reinspection within the prescribed time period, the Department determines that the violation has not been corrected. In this instance, the Tenant is not liable for rent after the 30 days' notice period.

### **REQUIRED LICENSES**

32. The Landlord/Agent affirms that the rental facility is licensed in accordance with Montgomery County law. Licensing information can be obtained from the Montgomery County Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs (240-777-0311) or on their website: [www.montgomerycountymd.gov/olta](http://www.montgomerycountymd.gov/olta).

### **RENT INCREASES**

33. a. **Frequency and Amount.** Rent may not be increased more than once per twelve (12) month period. It may be increased after the initial term of this Agreement expires or after twelve (12) months, whichever is greater.

b. **Notice.** . Ninety (90) days written notice must be given prior to the rent increase. This notice must be sent to the Tenant via the United States Postal Service to the Tenant's address, or hand delivered and a signed receipt is obtained from the

Tenant or the Tenant's representative. If the Tenant is notified by mail, other than registered or certified mail, the Landlord must certify, by affidavit dated at the time of mailing, that the Landlord has mailed the notice. This notice may also serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase if such language is included in the notice. In the event Tenant fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent. Tenant's timely payment of the increased rent will convert the tenancy month to month. ***If Tenant declines to accept the adjusted rent and intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must provide sixty (60) days' written notice to the Landlord/Agent of Tenant's intention to vacate.***

**c. Each written rent increase notice must contain the following:**

- (1) The amount of monthly rent immediately preceding the effective date of the proposed increase; (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent;
- (2) The effective date of the proposed increase;
- (3) The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code;
- (4) An offer for a two-year lease renewal or written notice as to why it is not being offered;
- (5) A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive; and
- (6) Any other information as the landlord deems useful in explaining the rent increase.

**MISCELLANEOUS**

34. a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

b. If this Lease contains a Lease Option Agreement, then it must state: THIS IS NOT A CONTRACT TO BUY.

c. The conditions and agreements contained in this Lease are binding on and are legally enforceable by the parties hereto, their heirs personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

d. Tenant received a Lease Summary that included a list of tenant rights and responsibilities in addition to this Lease as required by County law.

e. Tenant received a Window Guard Addendum in addition to this Lease as required by County law.

f. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to execute this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

g. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy was delivered to him/her at the time the Lease was fully executed.

h. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is held to be illegal by the courts or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

i. Feminine or neuter pronouns will be substituted for those of masculine form. Tenant expressly warrants that they are of legal age and acknowledges that this warranty is being made for the purpose of inducing the Landlord/Agent to lease the premises.

j. The paragraph headings appearing in this Lease have been inserted for convenience and ready reference only. They do not define, limit or extend the scope or intent of the paragraphs to which they appertain.

**MILITARY CLAUSE**

35. In the event Tenant is a member of or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or member of the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service. Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier

or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month to month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the Tenant, if any. This clause also applies to those persons who receive orders releasing them from military service. The Landlord/Agent will refund the security deposit less deductions for unpaid rent and damages, if any, within 45 days after the date of termination. These provisions apply as well to dependents of Tenants who are members of military service at the time a lease is signed or who subsequently enlists into the military service.

**TWO-YEAR LEASE OFFER**

36. Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years and on each renewal. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this lease, the Tenant hereby acknowledges that: (initial and date one of the following options)

- \_\_\_\_\_      \_\_\_\_\_      a. I was offered and accepted a two-year lease term by the Landlord.
- \_\_\_\_\_      \_\_\_\_\_      b. I was offered but rejected a two-year lease term by the Landlord.
- \_\_\_\_\_      \_\_\_\_\_      c. I received a copy of a written statement (attached to this Lease) in which the Landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Office of Landlord-Tenant Affairs, 1401 Rockville Pike, 4<sup>th</sup> Floor, Rockville, MD 20852, (240) 777-0311.

**NOTICE AND SERVICE OF PROCESS**

37. Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and Agent are set forth below. Notice to and service upon the agent shall constitute notice to and service upon the Landlord. In the event that the Landlord/Agent changes address, the Landlord/Agent must notify the Tenant in writing within 10 days of the change. Whenever the ownership of the rental property changes hands, the transferor must notify the Tenant of the name, address and office location of the transferee within 10 days of the change. If the transferee is a corporation, the transferor must list the name and address of the resident agent of the corporation.

**RECEIPTS**

38. Landlord/Agent must provide the Tenant with a written receipt for payment of rent if the Tenant pays with cash or a money order or, upon request by the Tenant, regardless of method of payment. If the Tenant pays via portal designated by the landlord, no additional fee will be charged for this service. This Lease shall serve as a receipt for the security deposit.

**EMERGENCY NUMBER**

39. In the event of an emergency affecting the health, safety, or welfare of the Tenant or any property thereof, the Tenant may contact the Landlord, or its agent, at any time by calling the following emergency number: \_\_\_\_\_.

**NOTICES**

40. Where property is leased to more than one Tenant, any written notice required under the terms of this Lease may be given only by \_\_\_\_\_ (**authorized tenant**). All Tenants agree that such notices given or received apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants. Any written notice required under the terms of this Lease shall be given by Landlord/Agent to authorized tenant. Any notice, other than any notice regarding the final move-out inspection, is effective upon hand delivery or upon deposit into the U.S. Postal Service, first-class postage prepaid.

**ADDITIONAL PROVISIONS**

41. Further Provisions and Additions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM ATTACHED**

42.  No       Yes      Number of Pages \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

**LANDLORD/OWNER:**

**AGENT:**

\_\_\_\_\_  
**Name and Signature** **Date**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**City** **State** **Zip Code**

( )

\_\_\_\_\_  
**Telephone #**

( )

\_\_\_\_\_  
**Emergency Telephone #**

\_\_\_\_\_  
**Name and Signature** **Date**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**City** **State** **Zip Code**

( )

\_\_\_\_\_  
**Telephone #**

( )

\_\_\_\_\_  
**Emergency Telephone #**

**TENANT(S):**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**



\_\_\_\_\_  
Name of Property

**ADDENDUM TO LEASE**

**Landlord:** \_\_\_\_\_ **Tenant(s):** \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a Federally and State approved pamphlet on lead poisoning prevention and the Maryland State pamphlet on tenant's rights.

**Landlord's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (*check one below*):
- Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain.  
\_\_\_\_\_
  - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and repairs available to the Landlord (*check one below*):
- Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in the housing (*list documents below*)
  - Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

- \_\_\_\_\_ (c) Tenant has received copies of all information listed above.
- \_\_\_\_\_ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Tenant has received the pamphlet **Notice of Tenant's Rights**, pursuant to § 6-823 (Envir.), Annotated Code of Maryland, 1996, as amended.

**Agent's Acknowledgment (initial)**

- \_\_\_\_\_ (f) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

**The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.**

**LANDLORD(S):**

\_\_\_\_\_  
Landlord Date      Landlord Date

**TENANT(S):**

\_\_\_\_\_  
Tenant Date      Tenant Date

\_\_\_\_\_  
Tenant Date      Tenant Date

**AGENT(S):**

\_\_\_\_\_  
Agent Date      Agent Date