



Issuing Proper Notices What Landlords and Tenants Need to Know

One of the major causes of problems between landlords and tenants is failure to properly issue notices. Both State and County laws have certain requirements regarding the issuing of notices. There are two major types of notices— Notice of Rent Increase and Notice to Vacate. Each must be issued properly and timely to avoid conflicts later.

NOTICE OF RENT INCREASE

- A notice of rent increase must be in writing and delivered to a tenant at least two months prior to the effective date of the rent increase;
- This notice must correspond with the rent payment cycle; for example, a two-month notice of a rent increase given by a landlord on March 29 (before the rent due date of April 1) would take effect on June 1. Similarly, a two-month notice given by a landlord on April 2 (after the rent due date) would not take effect until July 1;
- A tenant may receive only one rent increase in a 12 month period; and,
- Although there is no rent control in Montgomery County, the County Executive does issue a recommended voluntary guideline for rent increases annually. This guideline is based on the rent component of the Consumer Price Index for the Baltimore-Washington Metropolitan area.

Information regarding the current voluntary guideline is available from the Office of Landlord-Tenant Affairs or on DHCA's website, www.montgomerycountymd.gov/dhca.

A rent increase notice must be in writing and contain the following:

- The current rent - the monthly rent charged immediately preceding the effective date of the proposed increase;
- The new rent - the new monthly rent;
- The percentage of increase;
- The effective date of the proposed increase;
- The voluntary rent guideline issued by the County Executive, which can be found on our webpage at: www.montgomerycountymd.gov/dhca;
- A statement that the tenant may ask the Department of Housing and Community

Affairs to review any increase deemed by the tenant to be excessive. This statement may include Landlord-Tenant's telephone number, 240-777-0311; and

- Any other information the landlord deems useful in explaining the rent increase.

QUIT AND VACATE NOTICES

Both landlords and tenants are required to give each other vacate notices which must adhere to the following. All notices to vacate:

- Must be in writing;
- Must state the specific date by which the tenant intends to or is required to vacate;
- Must be given for the proper notice period;
- Must be received by the landlord/tenant *on or before* the rent payment due date; and
- Landlords issuing notices to tenants must include the following statement:

"General information and assistance regarding evictions is available from the Department of Housing and Community Affairs."

A notice to vacate can be issued to a tenant during the lease term if the tenant has substantially breached the lease. Such notice must be given at least 30 days prior to the date on which the landlord intends to repossess the property and contain the specific circumstances of the alleged breach. This notice does not have to coincide with the rent payment cycle. A landlord may give a 14-day breach of lease notice if the breach involves behavior by a tenant or a person who is on the property with the permission of the tenant that poses a clear and imminent danger to the tenant, the landlord, or other tenants.

Month-to-month tenants in multi-family units are entitled to at least two months' notice from the landlord, except in cases of

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This article can answer the following questions:

- *Does notice to vacate have to be written?*
- *When must notice be given?*
- *Can the landlord put a tenant out without a reason?*
- *If a tenant is month-to-month, can he/she give one month's notice?*

Issuing Proper Notice... (Continued)



How do I terminate electric service at the end of my tenancy without incurring a penalty?

breach of lease. Month-to-month tenants in multi-family units are generally required to give at least two month's notice to vacate. Tenants should consult their leases for a definitive answer. Month-to-month tenants in single-family units are entitled to at least one month's notice and must give one month's notice to the landlord. The landlord cannot require a longer notice period from the tenant than the one he/she must give. Neither the landlord nor the tenant is required to state a reason for the notice at the expiration of the lease.

Remember, just because the lease expires, the provisions of that lease do not. Tenants are bound by the provisions of the lease until the tenancy ends and the property is vacated.

When notifying a landlord or tenant by first class mail, it is advisable to go to the Post Office and obtain a Certificate of Mailing. This is a receipt provided by the Post Office at the time of mailing, acknowledging that a letter was mailed by regular mail to the recipient at a specified address and the date of mailing. The letter is delivered like any other piece of mail, and you will have a receipt documenting that you mailed it on that date. This is not the same as certified mail but can be done as an alternative to certified mail because it will be delivered whether or not anyone signs for it.

While the law does not require vacate notices be mailed, you should make every effort to ensure that your notice has been received by the other party.

If you hand-deliver a notice, make sure you have a witness or documentation that the notice was indeed delivered.



The pet fee policy will answer these questions:

- ◆ Can I charge a non-refundable pet fee?
- ◆ Can I designate the pet deposit for pet damage only?
- ◆ Can I charge pet rent?

Terminating Your Electric Service—PEPCO Policy

For many years, the Office of Landlord-Tenant Affairs advised tenants when moving to make sure the utilities are transferred to the landlord's name, if allowed by the utility company, and the landlord would make sure that all utilities were transferred to the new tenant/owner. PEPCO has since amended its disconnect policy as follows:

- Tenant must advise both PEPCO and the landlord of the move-out date, preferably in writing;
- PEPCO will terminate electrical service in the tenant's name as of the date given and disconnect the utility; and
- The landlord has until the move out date set by the tenant to have the service changed to the landlord's name in order to avoid delays in reconnecting the utility.

This change in policy puts the burden on landlords to make sure they contact PEPCO and coordinate changes in occupancy to avoid any disconnect fees. Please contact PEPCO for more information. Their telephone number is:

PEPCO: 202-833-7500

PET FEES

Did you know that 60% of rentals across the country allow tenants to have pets?

The trend in Montgomery County is to allow pets, as many new tenants have pets and are looking for pet friendly rentals. While this is a good draw for new tenants, there are problems and liabilities associated with their presence. The Commission on Landlord-Tenant Affairs (COLTA) is currently working on standards for the County to give guidance to landlords and tenants regarding their respective liability and responsibility.

Some of the main questions raised are:

- Can landlords charge a non-refundable pet fee?
- Can landlords designate the pet deposit for pet damage only?
- Can a tenant be charged pet rent?

Stay tuned. As soon as COLTA comes up with guidelines, they will publish a recommended Pet Addendum.

BED BUGS –Who Should Pay for Extermination?

The problem of bed bugs has resurfaced in the past few years with a vengeance. Bed bugs are small parasitic insects that feed on blood and are usually introduced through luggage or on someone's clothing or other possessions. They can be found from coast to coast, in low income areas and high end hotels, libraries, office buildings and grocery stores, just to name a few. In short, you may find them just about anywhere. Bed bugs are tough to kill because they are difficult to draw out with baits (since they feed only on blood and can go without feeding for up to 12 months). They also have the ability to hide in extremely small spaces which makes their eradication that much more challenging. The outlawing of chemicals such as DDT, has made treating and eliminating an infestation a very expensive and painstaking proposition. It requires at least two to three treatments, the removal of all personal belongings from drawers and cabinets, laundering of all clothes, bedding, linens, and often, the destruction of furniture, where they love to hide.

Since the law requires that landlords must eliminate any infestations to comply with applicable state and county codes, the issue of who is responsible for payment has become a bone of contention. Recently, multi-family landlords have started charging or attempting to charge tenants for bed bug treatments. The Office of Landlord-Tenant Affairs receives telephone inquiries regularly on this issue.

Chapter 26, Housing and Building Maintenance Standards of the Montgomery County Code ("Chapter 26") defines *dwelling* as "any building which is wholly or partly used or intended to be used for residing, lodging, or sleeping by human occupants." Chapter 26 defines *dwelling unit* as "any room or group of rooms located in a dwelling which forms a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating." Section 26-9(a)(9), Maintenance of dwelling units of Chapter 26, states:

"Each occupant of a dwelling containing a single dwelling unit must exterminate any insects, rodents, or other vermin in or on the premises. Each occupant of a dwelling unit or individual living unit in a dwelling containing more than one unit must exterminate if that unit is the only infested unit. The owner must exterminate if the infestation:

(A) includes more than one unit or the shared or common areas of a dwelling, or

(B) was caused by the owner's failure to maintain the dwelling in a rat-proof or reasonably insect-proof condition."

The issue now becomes to what extent the landlord must go to verify that the tenant is the only person who has an infestation. Some infestations are the direct result of tenants retrieving discarded furniture that is bed bug infested or second hand furniture from friends or thrift stores that is infested. Some tenants do not report the problem and the landlord is unaware until the infestation spreads to another unit.

There are many questions associated with this issue, such as:

- Does the landlord need to inspect ALL units in the building or merely all contiguous units?
- Does the landlord need to check and/or treat each unit for bedbugs on turnover?
- Should the landlord charge the tenant if he/she fails to keep an appointment with the exterminator or fails to make all preparations necessary for treatment?
- Should landlords establish penalties for discarded furniture? Should this Office or the Commission set a baseline policy for the County?

To pass all costs on to the tenant seems patently unfair, as does forcing the landlord to absorb all costs for bed bug eradication.

At this time, each complaint is handled and investigated on a case by case basis. A basic framework would be helpful for staff, landlords and tenants regarding this problem, and this will be COLTA's next project.



Upcoming Events—February— June 2016

February—March 2016

February 2—COLTA Meeting, 6:30 p.m.

February 15—President's Day

February 22—Hearing, Roberts v Tran

March 1—COLTA Meeting, 6:30 p.m.

March 7—Hearing, Kress v Khoury

March 15—Hearing, Latouche v Doo

***All COLTA meetings are held at 100 Maryland Ave, Room 225, Rockville, MD 20850**

April—June 2016

April 4—Hearing, Goldstein v Shin

April 5—COLTA Meeting, 6:30 p.m.

April 14— Landlord Seminar, East County

April 21—Tenant Seminar, East County

May 3—COLTA Meeting, 6:30 p.m.

May 30—Memorial Day

June 7—COLTA Meeting, 6:30 p.m.



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DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

We're on the web!

www.montgomerycountymd.gov/olta

DID YOU KNOW?

- ☺ *Dryer vents should be cleaned annually. Failure to clean dryer vents on an annual basis can cause a fire. This cleaning is the responsibility of the Landlord, but routine filter cleaning is the responsibility of the tenant.*
- ☺ *The What is Ordinary Wear and Tear booklet, published by the Office of Landlord-Tenant Affairs, is in the process of being updated. Watch the web site for the release date, it will be there soon!*
- ☺ *If the predicted high temperature from the national weather forecast is 32 degrees or lower, evictions for that day will be canceled.*

New Commissioners Coming Soon

COLTA is in the process of interviewing new Commissioners. As you may know, the Commission is comprised of 15 members: 4 tenant representatives, 4 landlord representatives, 4 members from the public-at-large, who are neither tenants nor landlords, and 3 alternates, one in each category. COLTA currently has one landlord vacancy, two tenant vacancies and one public-at-large vacancy. Two sitting Commissioners are up for re-appointment to their current positions as their terms have expired; and one Commissioner is staying in place until a replacement is chosen. The current group of prospective Commissioners looks very promising and we hope to choose replacements that will enrich the already excellent crop of Commissioners. We will be posting the names of the new Commissioners in our next issue and on the Landlord-Tenant website at www.montgomerycountymd.gov/olta. The current commissioners are:

Galia Steinbach, Chair
Dave Goldberg, Vice Chair
Lawrence Culleen
Aluanda Drain
Beverly Flanagan
Jeffrey Slavin

Robyn Jones
Kenneth Lemberg
Charles Marschke
Laura Murray
Mora Rogers
Terri Torain

Landlord and Tenant Seminars



The Office of Landlord-Tenant Affairs held its third series of seminars for landlords and tenants. Both seminars were held at the Upcounty Regional Services Center in Germantown. The Landlord seminar was held on October 21, 2015, and the Tenant seminar was held on October 28, 2015. The series of seminars is designed to inform landlords and tenants throughout the County of their basic rights and responsibilities. OLTA hopes that having these seminars and spreading this information will help foster better relationships between landlords and tenants in their future interactions.

Speakers for the seminars were:

- Loretta Garcia from the Montgomery County Office of Human Rights, who advised landlords and tenants of the basic rights and responsibilities of landlords and tenants in regard to the application process and Americans with Disabilities Act (ADA) requirements;
- Leslie Marks, Senior Fellow from the Department of Housing and Community Affairs, who advised landlords and tenants of programs available to seniors in the County at low or no cost, covering a variety of needs such as transportation and recreation;

- Chris Perry from the Renters Alliance of Montgomery County who spoke about that group's mission to advocate for tenants' rights; and
- Rosie McCray-Moody, Manager of the Office of Landlord-Tenant Affairs, who gave a presentation to each group regarding their basic rights and responsibilities according to state and County law. She also explained recent changes to the law and what effect they would have on each group.

Both sessions were well attended and well received. A lively question and answer session followed each presentation. The first series of seminars was held in Silver Spring in April 2014, the second in Rockville in April 2015, and the third in Germantown in October 2015. The next series is scheduled for late April 2016 in East County. The goal of the Office is to reach as many landlords and tenants throughout the County as possible. Toward that end, the Office will be working with COLTA and the Renters Alliance to do more outreach as the tenant attendance is less robust than landlord attendance.

