

RENTAL HOUSING - VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT

Annotated Code of Maryland, Real Property 01-06 Article, § 8-5A, 01-06



Office of Landlord-Tenant Affairs
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Victims of domestic violence and/or sexual assault have rights under the Law. Section 8-5A, Rental Housing – Victims of Domestic Violence and Sexual Assault of the Real Property Article, Annotated Code of Maryland give affected persons rights. If you are the victim of domestic violence and/or sexual assault; the legal tenant or occupant of the property; and have obtained a final peace or protective order from the Court, you have the following protections under the law:

- 1. The right to terminate the tenancy with 30 days written notice, mailed or hand-delivered to the landlord along with a copy of the final peace or protective order.**
 - ❖ You must pay rent through the 30-day notice period. Your obligations under the lease cease at that point.
 - ❖ If you do not vacate in accordance with the notice, the landlord has the right to either rescind your notice and require that you comply with the terms of the original lease;
OR
 - ❖ File a Tenant Holding Over action against you and have you evicted from the premises.
 - ❖ The landlord must provide you written notice in either instance.

 - 2. The right to have the landlord change the locks upon written notice to the landlord along with a copy of the final peace or protective order.**
 - ❖ The lock change shall be completed by the close of the next business day after receipt of a written request from you.
 - ❖ If the landlord fails to change the locks within this timeframe, you have the right to have the locks changed by a certified locksmith without the landlord's permission and give the landlord a copy of the new key by the close of the next business day after the locks have been changed.
 - ❖ If the landlord changes the locks, he/she must provide you with a copy of the key at a mutually agreed upon time, not to exceed 48 hours following the change of the locks.
 - ❖ The landlord may charge you a fee, not to exceed the reasonable cost of changing the locks.
 - ❖ If you fail to pay the fee within 45 days after the locks have been changed, the fee may be added as additional rent or deducted from your security deposit.
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