

**The House that Ray Built
7709 Oldchester Road
Bethesda, Maryland 20817
301-320-3358house phone
Thehousethatraybuilt@comcast.net
MONTHLYROOM RENTAL DWELLING LEASE**

THIS LEASE, AGREEMENT is made between Stephen Chris Igbokwe (Lessee) and Flavia (Lessor). The Lessor leases to the Lessee the #5, Kirby master bedroom at 7709 Old Chester Rd, Bethesda, Md 20817, Montgomery County, Maryland. The term of the agreement is monthly, beginning on the first day of September 2022 for a monthly rent for Eleven Hundred Dollars (\$1100) . Rent can be paid to Lessor, certified check, money order or deposited into the M & T Bank: (Manufacturers and Traders Account_9852488205 _routing # 052000113. Failure to pay rent at the specified time is a default of this Agreement and the Landlord may use any remedy available under the terms of this Lease and or applicable law.

ADDITIONAL CHARGES:

1. Landlord/Agent may require that all rental payments be made by money order, Cashier's check and/or certified check. Tenant also agrees that if he/she fails to pay any installment of rent within three (3) days of the date due, Tenant must pay the Landlord, in addition to the rent, a late charge of \$35.00 or five percent (5%) of the unpaid rent then due, whichever is greater. **The three (3) day is NOT a grace period,** and the rent is due and payable on the first (1st) day of each month. The tenant must pay the late charge as additional rent together with the rent then overdue. A service charge of Thirty-five Dollars (\$35.00) will be automatically charged each time a check is returned unpaid for any reason by the Tenant's bank.

RECEIPTS:

2. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

SECURITY DEPOSIT:

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Six Hundred Dollars

4. \$600.00), which sum does not exceed two (2) months' rent. This money will be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension or holding over period. The money may also be 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 any other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease, any extension or holding over period. Tenant may not use the security deposit as rent and he must not apply the security deposit 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. Within forty five days (45) days after the termination of the tenancy, the Landlord/Agent must provide the Tenant by first class mail, directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. within forty-five days (45) days after the termination of the tenancy only if Tenant provided written termination within 30 days of termination. The foregoing provision does not apply to any Tenant who has abandoned the premises.

USES/AUTHORISED OCCUPANCY

5. The rooms will be used solely for residential purposes and be occupied by no more than one person. Tenant agrees to pay overnight guest fees of \$45.00 per night. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessee.

MAINTENANCE

5 Tenant must generally maintain their room and the house in a clean, sanitary and safe condition. Maintenance includes the replacement of light bulbs, toilet paper and towels, cleaning of bathroom and cleaning of appliances including, but not limited to stoves and microwave ovens, refrigerators, and freezers, garbage disposals, dishwashers, washing machines, and clothes dryers. Cleaning of carpets is also required. Tenant is responsible for general control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents. Tenant shall be responsible for replacement of broken glass and screens. Tenant is responsible for keeping plumbing fixtures clean, sanitary and maintaining commode, drains and all gaps free of blockages, and operate all electrical and plumbing fixtures properly.

Tenant must remove ice and snow from all walks, steps and drives; and must maintain grounds in good condition,. Tenant must keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

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. There are no firearms allowed on property.

UTILITIES

6. Tenant must pay 1/5 of total utilities consisting of cable, gas, electric, phone, internet, water.

VEHICLE PARKING

7. Tenant may not park any motor vehicle on the property without current license plates and the vehicles must be in operating condition. Park vehicles only in assigned spaces or on the street.

LANDLORD/AGENT ACCESS TO PREMISES

8. Tenant rents a room in a house and Landlord/Agent is permitted in/at her house at her discretion. Landlord may enter Tenant's room after giving due notice (24 hours) to the Tenant to make necessary repairs and inspections during normal business hours, including weekends. Landlord/Agent may enter the room immediately without notice to Tenant in an emergency situation. Landlord/Agent may enter the room after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection.

TERMINATION-HOLD OVER

9. Either Landlord or Tenant may terminate this Lease at its expiration or any extension thereof by giving the other **ONE MONTH'S WRITTEN NOTICE**.

COURT AWARDED LEGAL FEES

10. If the Landlord files an action to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If the Court awards reasonable attorney's fees in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and do not need to be paid to redeem the premises. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such default, the Landlord/Agent may use any remedy available under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent – Landlord's Complaint for Repossession of Rented Property.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

11. Tenant will, upon termination of this Lease, surrender the room(s) and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the room in broom-clean condition, free of trash and debris. Upon vacating the premises, Tenant ask for a walk-through, must deliver all keys to the Landlord/Agent at said walk through. Failure to comply will be cause to charge Tenant for changing locks.

ABANDONED PROPERTY

12. The Landlord/Agent considers any personal property left on the premises after termination of the tenancy abandoned and Landlord/Agent may dispose of it at Tenant's

expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

HOUSE RULES

13 Lessee shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the premises. The tenant agrees to abide by the house rules, and agrees that all guests shall also abide by the house rules. The house shall be maintained in a clean and orderly fashion. This is a smoke free environment, and there shall be no smoking of any substance, of any kind, by any persons while on the property and there shall be no illegal or illegally obtained materials, substances or devices while in the house. No guns or ammunition are allowed on the property. There are agreed upon quiet hours in force which are between 11:00pm and 7:00am. 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 ordinances. Firearms are not allowed on the property.

PETS

14 No pets shall be brought on the premises without prior written consent of the Lessor.

INSURANCE

15 Landlord's insurance policy does not provide tenant coverage for personal belongings and Landlord shall not be responsible for any theft of personal property of the tenant or his/her guests(s) or any damage, loss or destruction of personal property of the tenant or his/her guest(s) due to fire, water, or any other cause whatsoever. Tenant(s) are encouraged to insure personal property.

HOLD HARMLESS

16 Tenant must indemnify and save 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 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, unless damage is caused by Landlord's negligence or violation of the law

EMERGENCY NUMBER:

17. 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 202-494-2940.

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

LANDLORD:

TENANT:

Name and Signature:

Stephen C. Tybork
Name and Signature

Date:

P. 28. 2022
Date:

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