LEASES

- Oral leases are not recommended because they do not provide sufficient legal protection for the tenant. You should ask for a written lease. If your landlord has five or more units, he or she must provide a written lease.

- See the lease before you sign it and move in: this way you can limit future problems with your landlord. If you request it in writing, you have a right to see the lease before you sign it or moving in.

- Check whether the rental agreement calls you a “boarder” or a “tenant.” A “tenant” has the right to control a living space, from which the landlord can be excluded, while a “boarder” shares that space with the owner. In order to evict a “tenant” the owner must follow specific legal procedures; a “boarder” is not entitled to this procedural protection. This implies that you have fewer legal rights than a “tenant.” Please come see us if you have questions about this.

- Make sure the clause on late rent is legal. Late fees on rent cannot be more than 5% of the amount due; beginning the 5th day after the rent is due. However, it is always advisable to pay your rent on time to avoid any credit or other problems.

- Application fees of less than $25 are not refundable and can be kept by the landlord, even if you choose not to take the apartment. For fees above $25, they have to return whatever was not used to process the application.

- Leases should specify obligations as to utilities, including heat, gas, electricity, water, and repairs. They should also specify whether tenants are expected to pay for repairs if they are at fault.

- Landlords cannot request security deposits for amounts greater than two months rent. Landlords must issue receipts for the security deposit, though it is sufficient if the deposit amount is specified in the lease.

- You are entitled to a list of existing damages to the apartment at the time of move in if you request this in writing. This is strongly encouraged.

- Leases cannot outright refuse to consider subletting: Maryland law requires landlords to consider reasonable written requests for subletting.

MOVING OUT

- Read your lease carefully for details about termination. Some leases automatically terminate at the end of the term, without any further notice required from either party. Other leases automatically renew and you must give at least 30 days notice if you do not wish the lease to continue. If you are on a month-to-month lease, written or oral, you generally must give and are entitled to receive at least 30 days advance notice to move.

- You are entitled to receive return of your security deposit plus interest within 45 days of move out. If the landlord keeps any portion of the security deposit, you must also receive, in writing, an itemized list within the same 45 day period of what the needed repairs were and how much each repair cost. You cannot be charged for normal wear and tear (things that periodically need replacing).

- A move out inspection must take place within 5 days of when you move out. If you request it in writing 15 days prior to moving out, the landlord must allow you to be present at the inspection.

- You are legally responsible for rent for the entire term of your lease, but if you need to break it for some reason, the landlord is required to make reasonable attempts to re-rent. If a replacement tenant is found and they move in, you are no longer obligated for rent. If the lease contains a “penalty” clause (typically two months rent for breaking the lease), you may want to consult with Graduate Student Legal Aid before paying.

For More Information Contact:
Student Legal Aid Office
3125 South Campus Dining Hall
(301) 314-7756
slao@umd.edu
LEASE SIGNING CHECKLIST

Before you commit to renting a housing unit, you should clearly understand the responsibilities involved with each of the following terms. They should be explicitly identified in your lease. Compare any lease you are considering signing with applicable tenant-landlord laws. As you are reading through your lease, make sure the following items are addressed within the document. If some things are not addressed, be sure to ask the landlord about his or her policy regarding those items. You may also request to have items added to the lease. For questions about leases and legal issues involved in tenant-landlord relationships, contact the Student Legal Aid Office at (301) 314-7756.

RENT
______ Amount
______ Due date
______ Penalty for late payment
______ Reduction for advance payment
______ Price changes
______ Conditions for price changes

SECURITY/DAMAGE DEPOSIT
______ Amount
______ Conditions for return
______ Date for return

TERMINATION
______ Ability to sublet
______ Conditions for sublet
______ Conditions for terminating lease

PARKING
______ Location
______ Limitations

ADDITIONAL COSTS
______ Utilities (i.e., gas, electric, phone, water)
______ Pet-related charges/deposit
______ Overnight or weekend guests
______ Parking
______ Furnishings
______ Cleaning
______ Other

RESTRICTIONS
______ Smoking
______ Noise
______ Storage
______ Pets
______ Alterations (i.e., picture hanging, painting)
______ Conduct
______ Parties
______ Waterbeds

TIME OF OCCUPANCY
______ Dates (be exact)
______ Requirements for moving notification or renewal
______ Number of occupants (min and max)

DAMAGES
______ Responsibility for damages
______ Assessment of damages
______ Responsibility for repairs

CHANGES IN AGREEMENT
______ Conditions for changes of agreement
______ Process for changing agreement

LAUNDRY FACILITIES
______ Provision of facilities
______ Ability for tenant to install machines
______ Other limitations

INSPECTION
______ When
______ By whom (i.e., landlord, additional inspectors)
______ Use of rental inventory
______ Letter of compliance
______ Notification of inspection

CLEANING
______ Responsibility
______ Frequency
______ Equipment provided

SPECIAL CONSIDERATIONS
______ Planned improvements/special work

OWNER
______ Name and address of property owner
______ Name and address of property manager