

# UNDERSTANDING LEASES

## Facts from the Graduate Student Legal Aid Office



University of Maryland students are encouraged to use the services of Graduate Student Legal Aid and Undergraduate Student Legal Aid before signing a lease. Contact information is on other side of this handout.

Additional information about tenant rights is available at [www.hud.gov/renting/tenantrights.cfm](http://www.hud.gov/renting/tenantrights.cfm); [www.peoples-law.info](http://www.peoples-law.info); [www.marypirg.org](http://www.marypirg.org); [www.union.umd.edu/gradlegalaid/](http://www.union.umd.edu/gradlegalaid/); and [www.studentorg.umd.edu/legalaid/](http://www.studentorg.umd.edu/legalaid/).

### 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 5<sup>th</sup> 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.

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## WHEN ENCOUNTERING PROBLEMS:

- **In case of unsafe or unsanitary conditions** in your apartment:
  - First, notify your landlord in writing of the problem.
  - If your landlord is unresponsive or the situation is urgent, call the Code Enforcement inspectors. Most cities have a code enforcement office. Contact information can usually be found by going to the city or county web page. The Code Enforcement office for College Park is located at 4601A Calvert Road, College Park, Maryland 20740. Telephone 301.864.8877, FAX 301.864.7965. You may also report your landlord to the state consumer affairs office at: Consumer Protection Division of the Maryland Attorney General at 410.528.8662 or 1.888.743.0023 (toll free).
  - Additionally, there are more complex legal actions, such as rent escrow or “constructive eviction” that you can take. Contact the appropriate Student Legal Aid office before you make this decision, as it carries some financial and other risks.
- If constant construction or **noisy neighbors** are preventing you from studying or other activities, visit Graduate Student Legal Aid or Off-Campus Housing Services to brainstorm ideas to remedy the problem.
- **Air conditioning** is not legally required in Maryland, but if the landlord includes it in the lease, then it must be provided as a matter of contract law.
- **Evictions** can only happen for limited reasons. These are:
  - breaking your lease by performing prohibited activities,
  - non-payment of rent, or
  - holding over (not moving out when the lease ends).However, evictions require court judgments, so the landlord cannot throw you out by removing your belongings or changing the locks.
- Even if you are several months behind on the rent and the landlord gets an **eviction judgment**, you have up until the sheriff comes to remove your belongings to pay the rent owed and be able to stay. There are some exceptions to this rule, however.

## OTHER ISSUES

- If you feel that a landlord turned down your application for an apartment based on **discriminatory reasons**, you can contact the Maryland Commission on Human Relations at 410.767.8600 or 1.800.637.6247, or visit the appropriate Student Legal Aid office.
- The State of Maryland has no **rent control** laws, although some municipalities/cities may. Generally, your rent can be increased by any amount when a new lease is negotiated. If you are on a month-to-month lease, oral or written, 30 days notice of a rent increase is required.
- **Renters insurance** is a good idea: it provides protection and compensation for your belongings if they are damaged, destroyed or stolen. The landlord’s homeowner’s policy will not cover your belongings. If your property is damaged due to the landlord’s negligence, however, the landlord cannot force you to use your renter’s policy.

Note: The guidelines and laws stated in this document apply to the state of Maryland. For assistance with leases from D.C. or Virginia, please visit the Legal Aid Offices.

**Graduate Student Legal Aid**  
1235A Stamp Student Union  
301.405.5807  
[www.union.umd.edu/gradlegalaid](http://www.union.umd.edu/gradlegalaid)

**Undergraduate Student Legal Aid**  
1235 Stamp Student Union  
301.314.7756  
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