

Howard County Landlord-Tenant Assistance

Howard County and Maryland State law establish your rights and responsibilities when you rent a house or an apartment.

Contact the **Howard County Office of Consumer Protection** if you have questions about your rights or if you need help in resolving a dispute.

WE'VE GOT YOU COVERED!



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YOUR RIGHTS

Under Howard County Landlord-Tenant Law

BEFORE YOU SIGN A LEASE

- Your landlord must have a rental housing license before you move into the rental property.
- You must be given copies of the lease and housing license and be allowed to view the unit.
- If your application is denied due to information obtained through a credit check, you have the right to dispute inaccurate information with the company that provided the information.

SECURITY DEPOSITS

- A security deposit may be collected by your landlord to help cover the cost of any damage you cause to the property beyond normal wear and tear, your non-payment of rent or breach of lease.
- Security deposits (including pet deposits) cannot exceed the equivalent of two month's rent.
- You can ask for an inspection to identify damages at the beginning and end of the lease term. If any part of a deposit is withheld, you must be given an itemized list of the damages and the cost for repairs. You can also request proof of the damages and costs.
- Your deposit (plus interest, minus damages) must be returned within 45 days of move out.

LEASE TERMS

A lease must be in writing and include, among other things, the following information:

- the rental period (e.g., one year or month-to-month), amount of rent and payment due date;
- who is responsible for repairs and utilities (you or the landlord);
- the amount of notice that must be given by either party to terminate the lease;
- the amount of any fee — not to exceed 5% — that will be charged for late payment of rent;
- that 24 hours' notice is required before the landlord can enter your rental unit unless you agree to less, there is an emergency, or the landlord has a reasonable belief that you are violating the lease; and
- if a ratio utility billing system (RUBS) is used, information on how bills are calculated.

The landlord may only charge you money for processing your application, the security deposit, rent, the cost of utility services listed in the lease, and fees for optional amenities (e.g., pets, pools or fitness centers). If the landlord lets you change units during the lease term, you can't be charged a transfer fee.

AT THE END OF THE TENANCY

- If you move out before the end of the lease term, you are liable for the rent for the rest of the term but the landlord must "mitigate" its damages by renting the property to another tenant.
- You may terminate a lease early with limited penalties under certain special circumstances such as: unemployment or death of a tenant whose income was used to qualify for the lease, certain medical conditions, change of military posting, domestic violence or sexual assault.
- Your landlord can evict you for non-payment of rent, failure to move at the end of the lease term or for breaching the lease terms. But, your landlord must obtain an Order of Eviction from the court before making you vacate, removing your belongings or changing the locks.