

Guide for Landlords and Tenants

In 2018, the Howard County Council enacted CB-20 governing certain landlord and tenant relations. The purpose of the act is to:

- Supplement the rights of landlords and tenants under State law (codified in Title 8 of the Maryland Real Property Code);
- Encourage landlords and tenants to maintain and improve the quality of housing in the County;
- Assure fair and equitable relations between landlords and tenants; and
- Revise and modernize landlord-tenant law to more realistically serve the needs of County residents.

The effective date of the Act is August 12, 2018 but landlords have until December 12, 2018 to bring their leases into compliance. Also note that the new law does not apply to leases that were already in effect on August 12, 2018 but will apply to those leases if renewed after December 12, 2018. Information relating to provisions of the new law are highlighted for your convenience.

This Guide is intended to provide you with answers to the most frequently asked questions we receive about landlord-tenant issues. Contact the Office of Consumer Protection for information on topics not covered in this guide. The topic links will below take you to the appropriate section of the Guide.

Note that we have included citations to both the state Real Property Code (RPC) and the Howard County Code (HCC) where useful. You can access the State law on the Maryland General Assembly's website:

<http://mgaleg.maryland.gov/webmga/frmStatutes.aspx?pid=statpage&tab=subject5> (click on "LexisNexis Unannotated Code of Maryland"). You can access the Howard County law by going to www.howardcountymd.gov/landlordtenant.

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Landlord Licensing Requirements and Complaint Handling

Do landlords need a license in Howard County?

Yes. The owner of a “dwelling unit” (such as a house, apartment or condominium unit) in Howard County must obtain a rental housing license before a tenant’s occupancy. HCC 17.1006.

Rental Housing Licenses are issued by the Department of Inspections, Licensing and Permits (DILP). To find out whether a property is currently licensed call DILP at 410-313-1830

Upon approval, landlords must notify applicants of the licensing requirement and provide a copy of their current license. HCC Section 17.1008(A)(2)(III), If the owner fails to provide the notice, the tenant may, at any time before the licensed is obtained, terminate the lease without penalty. HCC 17.1008(C).

Leases must state where the tenant can inspect a copy of the license and advise tenants that if the landlord fails to apply for the renewal its license, the tenant may terminate the lease without penalty and get back their security deposit (less damages plus interest). HCC 17.1009(B).

What are the requirements for getting a license?

Before a landlord can obtain a license, s/he must pay a fee and meet the requirements of Howard County Property Maintenance Code for Rental Housing. A rental housing license is valid for a period of 2 years but may be revoked or suspended by the Director of DILP if the landlord violates the Code requirements. For more information on getting a license, go to: <https://www.howardcountymd.gov/Departments/Inspections-Licenses-and-Permits/Forms-and-Fees> or call 410-313-1830.

Does DILP handle tenant complaints?

DILP will handle complaints that allege that the property does not meet the requirements of the Howard County Property Maintenance Code for Rental Housing.

Who handles Housing Choice Vouchers?

For information about the Housing Choice Voucher Program, contact the Howard County Department of Housing and Community Development: <http://www.howardcountymd.gov/Departments.aspx?ID=2292>; or call 410-313-6320.

Who handles housing discrimination complaints?

For questions and complaints about unlawful discrimination, contact the Howard County Office of Human Rights: <http://www.howardcountymd.gov/departments.aspx?ID=1777> or call 410-313-6430.

What can the Office of Consumer Protection (OCP) do?

Under the County law on Landlord Tenant Relations (see section HCC 17.1004), OCP has the authority to:

- investigate and mediate complaints against landlords who violate Howard County’s landlord tenant law or engage in deceptive or unfair trade practices, including most violations of the Maryland’s Landlord-Tenant Act.

- initiate its own investigations;
- enforce the landlord tenant law to the same extent as consumer protection law.
 - Landlords must make records available for inspection at reasonable times
 - OCP may issue subpoenas to compel the production of evidence;
- adopt regulations necessary to implement the law;
- educate tenants & landlords through public hearings, meetings, written publications and other means.

OCP can seek civil penalties (the first violation is a class B offense [\$250 - \$500 fine], subsequent violations are class A offenses [\$500 - \$1000 fine]) and/or bring a civil action for fines of up to \$500 per violation, injunctions, restraining orders or other appropriate relief to correct the violation. HCC 17.1016

Can I sue my landlord for violating landlord tenant laws?

Yes. You can exercise your rights or seek a remedy in court for violations of both State and County law. HCC 17.1017

Applications **(HCC 17.1007 and 908, RPC 8-213)**

What information should be given to applicants?

The application must explain the liabilities will be incurred by signing the application.

Applicants must be given a copy of the proposed lease when they submit their applications.

If the landlord intends to obtain a copy of the applicant's credit report, the application must say so. If the application is denied because of information in the credit report, the landlord must provide the name and address of the credit reporting agency that issued the report, advise the applicant of his/her right to get a copy of the report and dispute inaccurate information as provided by state law.

Can the landlord charge an application fee?

If a landlord charges an application fee that exceeds \$25, the application must state:

- The landlord may only keep that portion of the fee that was actually expended for a credit report or other expenses to process the application;
- The excess amount must be refunded within 15 days after the tenant has moved in or within 15 days after either the tenant or landlord has given written notice of their decision not to rent.
- If the landlord doesn't return the fees as required, it will be liable for twice the amount of the fees in damages.

What if the landlord withholds more than \$25 of the application fee?

The tenant should ask the landlord to provide a written explanation of exactly what expenses were incurred. If the tenant is not satisfied with the explanation, s/he can file a complaint with the Office of Consumer Protection.

What happens when the application is approved?

When the application is approved, the landlord must give the applicant:

- A written notice that they can look at the unit before signing the lease to identify existing damage,
- A written notice that the landlord must have a license before the unit is occupied, and that if the landlord fails to provide this notice, the tenant may terminate the lease without penalty and get back their security deposit (less damages plus interest).
- A copy of the governing documents of any common ownership community that bind the landlord and affects the use and occupancy of the unit or common areas, and
- A copy of OCP's Tenant Assistance publication, written in the language the applicant chooses.

The landlord must obtain the applicant's written acknowledgement of receipt of this information.

Leases

What is a lease?

A lease is a contract between a tenant and landlord for the rental of property.

How long do leases run?

A lease can run for a set period of time (such a year), or run "month-to-month." Month-to-month leases continue indefinitely until either the landlord or tenant provides the other with notice of their intention to end the tenancy. A lease with a set-duration terminates at the end of the stated period. Some leases, however, contain a clause that provides that the lease will "automatically renew" for another term unless one of the parties notifies the other of his/her intention to terminate (see below). Automatic renewal clauses must be set apart from other lease terms and be signed/initialed by the tenant to be effective. RPC 8-208(e).

Does a lease have to be in writing?

Yes. In Howard County, landlords must provide written leases. Lease addendums can be used if initialed by the tenant. HCC17.1003(C)

Is there a limit on how much the landlord can charge for rent?

No. There are no state-wide or Howard County rent control laws. Tenants should, therefore, comparison shop to find the best rental property for their budget.

Are the terms of a lease negotiable? Can tenants request changes to a landlord's standard lease?

Yes. While many landlords use a "standard lease" for all their tenants, there is nothing to prevent tenants from negotiating their own terms with the landlord. If the landlord has made any verbal promises or representations, the tenant should request they be added to the lease.

Additional terms can be written on the agreement and terms that are unacceptable can be crossed out so long as the landlord agrees and they are not contrary to state or local laws or ordinances. Tenants should make sure that all changes are dated and initialed by both parties.

What terms are required by law to be in a lease?

Under HCC 17.1009 and RPC 8-208, leases must state:

- Where the tenant can inspect the landlord's rental housing license and that if the landlord fails to renew its license during the lease period, the tenant may terminate the lease without penalty;
- If the landlord receives a notice of violation of the County's rental housing code, and does not correct the violation by the date specified by the Department of Inspections, Licensing and Permits, the tenant may pursue a rent escrow action in District Court to request the creation of a rent escrow account or the termination of the lease;
- That the premises will be delivered in a clean, habitable and sanitary condition, free of rodents or vermin, and in compliance with all applicable laws;
- The landlord's responsibility for maintaining the unit according to Howard County Law and incorporate by reference the County's building, fire prevention, property maintenance codes and zoning regulations as an express warranty of habitability and covenant to repair;
- Specify the landlord and tenant's obligations to supply and pay for heat, gas, electricity, water, sewer service, trash collection, repair of the premises and similar services. If the tenant is required to pay the landlord for such services, the landlord cannot collect more than the amount listed on an itemized invoice and must provide substantiation upon request;
- If a Ratio Utility Billing System (RUBS) is used to calculate a tenant's utility payment, specific information (described below) about the system and how payments will be calculated;
- State that security deposits will be collected, deposited and returned as required by State law, and that upon request, the landlord must provide written substantiation of the damage and costs incurred to correct the damage. RPC 8-203.1 requires a receipt (can be included in the lease) for the security deposit be given that contains the tenant's security deposit rights, including that the tenant may be present when the landlord inspects the premises for damage and describe the procedure for exercising that right;
- State that written receipts will be given for cash or money order payments;
- State when the landlord may enter the dwelling unit, as discussed below.
- State the conditions (listed below) under which a lease may be terminated early.
- If the unit is in a common ownership community, state that any obligation imposed on the owner of the unit that affects the use and occupancy of the unit or common area is enforceable against the tenant.
- Provide the name, address and telephone number of the landlord or the person who is authorized to accept service of process on behalf of the landlord (alternatively, this may be posted in a conspicuous place on the property instead of in the lease).

What terms are prohibited by law from being in a lease?

Under HCC 17.1010 and RPC 8-208, a lease may not:

- authorize a confessed judgment, whereby tenants waive their right to defend themselves;
- waive their right to a jury trial,
- waive any of the tenant's rights or remedies provided by law (including: landlord's duty to mitigate damages [RPC section 8-207(d)], and the tenant's right to deduct from rent any money paid for utility service if the lease requires the landlord to pay the utility bill [RPC Section 8-212.3]);
- state that the tenant agrees to a period required for landlord's notice to quit that is less than that provided by law;
- give the landlord the right to evict the tenant or take the tenant's personal possessions without a court judgment;
- state that the tenant agrees to pay court costs, legal fees or attorney fees other than those that a court awards for the tenant's breach of lease;
- impose a penalty or subject the tenant to legal action for non-payment of rent if the delinquent payment is made within five days after the due date;
- impose a penalty of more than five percent of the amount of rent due for the period for which the payment is delinquent;
- require that a tenant pay to replace or repair structural elements of the building, major appliances or electrical, plumbing, heating or air conditioning systems unless replacement or repair is required because of the actions of the tenant or person for whom the tenant is responsible;
- require the tenant to pay any money other than an application fee, security deposit, rent, utility charges specified in the lease or fees for specified amenities or common areas that the tenant may elect to use, including but not limited to dedicated parking spaces, pools or fitness facilities;
- require the tenant to pay a transfer fee or other money for moving from one unit to another within an apartment complex during the lease period, but the landlord may withhold money from the security deposit for damage to the original unit and apply the remainder to the security deposit on the new unit;
- allow a landlord to evict a tenant or terminate a tenancy solely as retaliation against the tenant's planning, organizing or joining a tenant organization with the purpose of negotiating collectively with the landlord during the term of the lease. Note retaliatory eviction is prohibited in HCC Section 17.1014 but there is no lease disclosure requirement;
- contain provisions that are against public policy and void under RPC Section 8-105; or
- state that the lease is a contract under seal.

Is the landlord required to give a prospective tenant a copy of the lease before agreeing to rent?

Yes. The landlord must give you a copy of the proposed lease when you submit your application (HCC 17.1008(A)(1)), and a fully executed copy of the lease within 7 days after signing the lease (HCC 17.1011).

What notice is required to terminate a lease?

Most leases require at least one month's notice is required to terminate both yearly and month-to-month tenancies. The parties can agree to a longer notice period so long as the tenant is not required to give more notice to the landlord than the landlord is required to give to the tenant. RPC Section 8-501. If the lease is silent, no notice is required.

How do "automatic renewal clauses" work?

Such clauses allow the lease to automatically renew for another term, or on a month-to-month basis, unless the landlord or tenant gives proper notice that they will not renew. To be enforceable, the automatic renewal clause must be distinctly set apart from other lease provisions and provide a space for the written acknowledgment of the tenant's acceptance. RPC 8-208(e).

Can a landlord raise the rent or change other lease terms when the lease automatically renews?

If the lease has an automatic renewal clause, the landlord must notify tenants of any rent increase or other change with enough notice for the tenant to decide whether they want to renew.

Security Deposits

RPC section 8-203 & 203.1; HCC section 17.1009(E)

What is a security deposit?

A security deposit is any money paid by a tenant to a landlord that protects the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of the lease.

How much of a security deposit can a landlord collect?

A landlord cannot collect more than two month's rent. If the tenant is charged more, s/he can go to court to recover up to (3) three times the extra amount charged, plus reasonable attorney's fees.

What information does a landlord have to give a tenant about the security deposit?

A landlord is required to provide the tenant with a security deposit receipt which must be included in the written lease. The receipt/lease must notify the tenant of certain rights including:

- the tenant's right to be present at the inspection of the premises at the beginning of the tenancy for the purpose of making a written list of all existing damages;
- the tenant's right to be present at the landlord's inspection of the rental property at the end of the tenancy to determine if any damage was done during the tenancy;
- the landlord's obligation to conduct the inspection within five (5) days before or after the intended move-out date;

- the tenant’s right to receive a written list of damages within 45 days after the termination of the tenancy;
- upon the request of the tenant, the landlord shall provide written substantiation of the damage and costs incurred to correct the damage;
- the landlord’s obligation to return any unused portion of the security deposit within 45 days after the termination of the tenancy; and
- a statement that the landlord’s failure to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld plus reasonable attorney’s fees.

Will the tenant get the security deposit back at the end of the tenancy?

The landlord must put the security deposit in an interest-bearing escrow account for the duration of the tenancy. The landlord must return a tenant’s security deposit plus interest less any damages rightfully withheld within 45 days after the tenancy ends. If the landlord fails to do this, the tenant may sue for up to three (3) times the withheld money plus reasonable attorney’s fees.

What happens to the security deposit if the rental unit has been damaged?

The landlord may withhold some or all the security deposit to cover damages in excess of ordinary wear and tear to the rental property. If the landlord withholds any part of the security deposit to cover such damages, s/he must send the tenant a written list of the damages, with a statement of what it actually costs to repair the damages, by first-class mail to the tenant’s last known address within 45 days after the tenant moves out. If the landlord fails to do this, s/he loses the right to withhold any part of the security deposit.

Can the landlord keep the security deposit to cover unpaid rent or breach of lease?

A landlord can keep the security deposit only to the extent that the landlord has actually been damaged. For example, if a tenant moved out before the end of his lease term but his landlord was able to re-rent the property five days after the tenant left, the landlord can only keep that portion of the security deposit that relates to the five days of lost rent and expenses he incurred in advertising the rental property.

How much interest does the landlord have to pay on the security deposit?

Beginning January 1, 2015, landlords are required to pay simple interest of 1.5 percent or the U.S. Treasury yield curve rate, whichever is greater each year. For years prior to January 1, 2015, landlords must pay 3 percent per annum. Interest accrues at six month intervals from the day the tenant gives the landlord the security deposit.

The Maryland Department of Housing and Community Development's website maintains a list of the U.S. Treasury yield curve rates to be used in calculating the interest rates for security deposits along with an Interest Rate Calculator. Go to: www.dhcd.maryland.gov/RSDCalculator.

Security Bonds RCP Section 8-203(i)

What is a security bond?

Some landlords ask tenants to pay obtain a security bond instead of paying a security deposit. Like a security deposit, a security bond protects the landlord from damages (in excess of normal wear and tear) made to the rental premises, lost rent or damages due to breach of lease. These bonds, however, do not relieve the tenant from having to pay for such damages at the end of the tenancy. Unlike a security deposit, the premium paid for a security bond is not refundable at the end of the tenancy.

Can landlords require tenants to purchase these bonds?

No. A landlord can ask, but may not require, a tenant to purchase a security bond instead of a security deposit or in addition to a security deposit. Landlords are also not required to accept security bonds in lieu of security deposits. In other words, both the landlord and tenant must agree to the use of a security bond.

Is a security bond like insurance?

No. If damages are paid to the landlord from the security bond, the tenant will be required to reimburse the security for those damages. Further, the amount paid as the premium on the bond only covers the cost of getting the bond – it does not constitute payment toward any damages owed to the landlord.

How can tenants buy a security bond?

Often, the landlord will give the prospective tenant information about a security company. Security bonds may only be issued by licensed insurance carriers. Therefore, consumers should contact the Maryland Insurance Administration to make sure that the issuer is, in fact, licensed before purchasing a bond.

What's the advantage to purchasing a security bond instead of paying a security deposit?

The price for purchasing a security bond may be less than the amount of the security deposit. If it is not, there is no advantage to buying a security bond. The amount of the security bond cannot on its own, or combined with any security deposit, exceed two month's rent. However, even if the security bond is less expensive, tenants should keep in mind that they will not receive a refund of the money they paid for the bond (unlike a security deposit which must be refunded, plus interest, minus damages).

Landlord and Tenant Responsibilities

What can a tenant do if the rental property is not available on the agreed-upon move-in date?

If a landlord fails to allow a tenant to take possession of the rental property at the beginning of the lease term, the tenant has the right to cancel the lease with written notice to the landlord. The landlord is also liable for any resulting damages suffered by the tenant regardless of whether the tenant cancelled the lease. RPC Section 8-204.

Is the landlord required to keep records and/or provide a receipt for the tenant's rent payments?

Yes. The landlord must keep records that show the dates and amounts of rent paid. The landlord must give a receipt if the tenant pays in cash **or money order**. RPC section 8-205(b), HCC section 17.1009(F).

What responsibility does a tenant have if a co-tenant (roommate) fails to pay his/her share of the rent?

Usually, if both tenants have signed the lease, they are "jointly and severally" liable for the entire rent payment. In other words, if one tenant fails to pay a portion of the rent, **both** tenants can be held liable for the shortage. Therefore, both tenants can be evicted and ultimately sued for rent owed by one of the tenants. To avoid eviction, a tenant may want to cover the shortfall and then take whatever informal or legal action necessary to recover the money from the co-tenant.

If only one tenant has signed the lease, that tenant is responsible for the entire rent payment. The tenant may bring a legal action against the co-tenant if s/he can prove that they agreed to both pay the rent.

When may the landlord enter the leased property?

HCC Section 17.1009(G) requires the tenant's lease to:

- State that the landlord may enter the dwelling unit at a mutually agreed on time after giving the tenant at least 24 hours' notice to:
 - make necessary repairs or improvements,
 - allow for County property maintenance inspections or
 - to show the unit to prospective buyers, mortgagees or tenants.
- State that the landlord may enter without the required notice when:
 - there is an emergency,
 - the landlord has reason to believe that the tenant may have damaged the unit or be in violation of the lease.

Section 17.1009(G) states that the landlord and tenant may agree in writing to a shorter notice period. The lease may also state that tenants may not unreasonably refuse to allow the landlord to enter the unit for the above purposes.

What should I do if there's an emergency in my rental unit?

Under HCC Section 17.1012, tenants must be given an "emergency notice" that contains the name, title and telephone number of the landlord or at least one responsible representative who can be reached at all times. If the unit is in an apartment complex, this notice must also be posted in an accessible, conspicuous and convenient place in each apartment building.

When can a landlord have vehicles towed from the rental property?

Under HCC 17.600 et seq., landlords who provide parking for tenants on the rental property can designate where tenants and/or visitors can park and can restrict parking to tenants only. Cars that violate restrictions can be towed at the landlord's direction.

Under HCC Section 17.603, the property must have signs posted that are clearly visible (day and night) in each parking area and at each vehicle entrance. The signs must be at least 24 x 30 inches and state: all parking

restrictions; violator vehicles may be towed at their owners' expense; vehicles may be redeemed by the owner 24/7; the maximum amount owner of vehicle can be charged for the tow, the name and telephone number of the tow service authorized to tow vehicles; and the contact information for the Office of Consumer Protection.

Unauthorized vehicles can be towed without posting signs if the landlord attaches a notice to the vehicle in a conspicuous place that: specifies the violation of any applicable rule, includes the date and time it was attached to the vehicle; and informs the vehicle owner that the vehicle will be towed if the violation is not corrected or the vehicle removed within the time period stated in the rule. If there is no rule, the landlord can have unauthorized vehicles towed within 48 hours after the notice is attached.

Companies that remove vehicles from private property without the permission of the vehicle owner must obtain a license from the Office of Consumer Protection, and abide by the County's "trespass tow" statute. The statute provides requirements and restrictions on how and when vehicles may be towed and regulates the fees that may be charged to redeem towed vehicles. Tenants can contact OCP for assistance in resolving disputes regarding the improper towing of their vehicles.

What are my responsibilities if the rental property is in a condominium or HOA?

Under HCC Section 17.1009(I), your lease must state that any obligations imposed on the owner of the unit that affect the use and occupancy of the unit or common areas are enforceable against you. These obligations will be stated in the association's governing documents which the landlord must provide when you are approved as a tenant. Read through these documents to understand your obligations, and when in doubt, ask your landlord or the association's management company or board.

Repair and Maintenance of Rental Property

Does my rental unit have to be in good condition when I move in?

Under HCC Section 17.1009(C), your lease must state that the landlord must deliver and maintain the unit and common areas in a clean, habitable and sanitary condition, free of rodents and vermin and in compliance with all applicable laws, including the Howard County building code, fire prevention code, rental housing property maintenance code and county zoning regulations. Failure to comply with these laws constitute a breach of the landlord's express warranty of habitability and repair.

If the unit is in a condo or HOA, however, the landlord is responsible for only the unit itself.

If the landlord fails to make repairs, can the tenant withhold the rent?

Under HCC 17.1009(H) and RPC 8-211, if a landlord fails to repair serious or dangerous defects in the rental property, tenants have the right to pay their rent into an escrow account established by the local district court. Rent escrow is not provided for defects that just make the property less attractive or comfortable. Examples of serious or dangerous conditions include:

- Lack of heat, light, electricity or water (unless the tenant is responsible for utilities and the utilities were shut off because the tenant failed to pay the bill);

- Lack of sewage disposal or rodent infestation in two or more units;
- Lead paint hazards that the landlord failed to address;
- Structural defects that present a serious threat to the tenant’s physical safety;
- Conditions that present serious fire or health hazards.

What do tenants have to do in order to pay their rent into rent escrow?

- Tenants must notify the landlord by certified mail of the conditions that pose a life, health or safety threat or be able to show that the landlord has been notified of the violations from an appropriate agency such as the local housing department;
- The landlord has a reasonable time after receipt of the notice to correct the conditions. If the landlord fails to do this, the tenant can petition the court to pay his/her rent into a rent escrow account;
- Before establishing an escrow account, the court will hold a hearing to listen to both sides of the story. If the account is set up, the tenant must continue to pay rent into the account;
- Depending on the circumstances, the court can return all or part of the rent escrow payments to the tenant, give all or part of the payments to the landlord to make repairs, appoint an administrator to ensure that repairs are made, or order the termination of the lease.

Is there any other action tenants can take instead of seeking rent escrow?

Tenants can report violations of the Howard County Property Maintenance Code for Rental Housing to the Department of Inspections, Licensing and Permits (DILP). DILP will investigate tenant complaints and, if cited for violations, the landlord will have to make repairs. Contact DILP at 410-313-1830.

What are a landlord’s obligations for dealing with lead paint in a rental property?

Maryland Environment Article Section 6-815 requires landlords to:

- Register the property with the Maryland Department of the Environment;
- Give tenants the pamphlets “Lead Poisoning Prevention: Notice of Tenant’s Rights” and “Protect Your Family From Lead in Your Home,” and
- Perform Full Risk Reduction Measures (lead hazard treatments) in the property, get a Risk Reduction Certificate and give a copy to all tenants before they move in.

Federal law requires that landlords renting properties built before 1978 disclose any known lead-based paint hazards on the property to the tenant before the lease is final.

Can a landlord refuse to rent property to families with lead-poisoning histories?

No. Landlords have been sued for requiring that families disclose the blood lead levels of their children prior to approval of their rental applications, and for discriminating against families with lead-poisoned children.

Ratio Utility Billing Systems (RUBS)

HCC Section 17.1013

What is RUBS and how does it work?

When the units of an apartment building or complex are not equipped with separate meters for measuring how much electricity, gas or water tenants use, the landlord may use a RUB system.

The system allocates a portion of the utility charge to each tenant based on factors such as the square footage of the unit, number of bedrooms or number of occupants. There is no “set formula” for calculating tenant charges. Rather the calculation can vary according to the specifics of each apartment complex. Many landlords hire third party billing companies to make the calculations and bill tenants.

How will I know if my landlord uses RUBS?

Your lease must state that a RUB system will be used. The lease must also include:

- The precise formula the landlord uses to allocate the cost of utility service;
- A statement that billing disputes are between the tenant and the landlord, not the third-party billing company, but the landlord may ask for assistance from that company;
- The average monthly bill for all the units in the complex during the prior calendar year, and highest and lowest month’s bill for that period;
- Information about billing such as master meter reading dates, billing and due dates;
- The amount of time allowed for the landlord to make repairs that affect the amount of allocated utility services used in the unit and in common areas if they aren’t sub-metered;
- A statement that you may request information that verifies the amount billed to the landlord;
- The amount of any service charge or administrative fee actually incurred by the landlord;
- A statement that a copy of the law governing RUBS will be made available upon request.

How often will I be billed? What will be included in the bill?

You must be billed monthly and the bill must state:

- The duration of the billing period;
- The amount due for each utility service (e.g. \$X for gas; \$Y for electricity);
- Any administrative fee;
- Total amount due for the billing period;

- Your name and address, the name and address of the person/company sending the bill and the name and address of the person/company to whom payment is to be made.

The due date on the bill may not be less than 15 days after it is mailed or hand delivered to you.

Who pays the cost of utilities for common areas such as hallways, laundry rooms, or meeting rooms and administrative area such as management offices?

The landlord must cover the utility costs for these areas. The cost for these areas must be deducted from the utility costs for the entire building before the cost to each tenant is calculated.

What if I move out in the middle of the month?

The landlord must calculate a pro-rated bill by dividing the number of days you lived in the unit by the number of days in the month, multiplied by the bill for the month. For example, if the bill for the month you moved out was \$100 and you lived in the unit 15 days out of a 30-day month you would pay \$50 ($15 \div 30 = .5 \times \$100 = \50). If you move out before the landlord receives the utility bill for the building, the landlord may calculate your final bill using your average daily bill for the last three months and multiply that amount by the number of days you lived in the unit that month.

How can I verify that bill is correct?

Within 10 days after your written request, the landlord must allow you to inspect records from the current and previous calendar years that are needed to calculate and verify your bill, including:

- Utility provider bills;
- An explanation of the formula used to calculate your bill;
- The total amount billed to all tenants in your building for utilities each month;
- The total revenue collected from the tenants in your building for utilities each month;
- Any other information needed for you to calculate and verify your bill.

How do I dispute my bill?

You must notify the landlord of your dispute in writing. The landlord has 30 days from the date of your dispute to investigate and respond to you in writing.

What happens if I am over-billed or under-billed?

If you are over-billed, the landlord must give you a refund.

If you are under-billed during the previous six months by \$25 or more, the landlord may calculate an adjustment for the bills issued and offer a deferred payment plan that gives you the same amount of time to pay the bill as the period of under-billing. If the master meter was tampered with, cannot be read or out of order, the landlord may send you an estimated bill and reflect any adjustment in the subsequent bill. You may not be billed for adjustments in usage by a previous tenant.

Tenant Organizations **HCC section 17.1015**

Do I have the right to join or form a tenant organization?

Yes. Tenants may form, join, meet or help others as part of a tenant organization. You may meet and confer with your landlord through representatives of the organization and engage in other cooperative activities for your mutual aid and protection. Tenant organizations may also file complaints on behalf of tenants.

Where can we have meetings?

Tenants and tenant organizations have the right to gather in meeting rooms, and other areas suitable for meetings during reasonable hours and on reasonable notice to the landlord. The landlord cannot charge you a fee for the first meeting of each month but may charge a reasonable fee for other uses of the meeting rooms or common areas but only at the same rate as charged to other groups.

Can we distribute literature to other residents?

Yes. You may distribute and post literature in centrally located areas so long as the origin of the literature is properly identified.

Breaking a Lease **RPC section 8-208.1 and 208.2; HCC section 17.1009(H)**

What are the tenant's obligations if s/he wants to move out before the end of the lease?

A lease obligates the tenant to pay rent throughout the lease term. So, if a tenant breaks a lease, the landlord can hold the tenant responsible for the rent due through the remainder of the term.

The landlord, however, must make a reasonable effort to re-rent the apartment to limit the amount due. If the landlord is able to re-rent the dwelling unit, the tenant is responsible for the rent until the date the new tenant moves in and any cost of re-renting, such as advertising fees. A landlord with multiple vacant units is not required to show or lease the vacated unit before other available units. RPC section 8-207.

Some leases have a "liquidated damages clause" that allows the tenant to cancel the lease with a certain amount of notice and the payment of a specified fee (e.g. two month's rent). The requirement for a landlord to mitigate damages is still applicable, however. So, for example, if the liquidated damages fee for early termination is the equivalent of two month's rent but the unit is re-let one month after you move, the landlord must return the overage you paid.

Are there any circumstances that would allow me to terminate a lease early?

Under HCC section 17.1009(H), leases must state that tenants may terminate on 60 days written notice due to:

- The tenant's involuntary change of employment to a location that is more than 100 miles from their residence, if confirmed in writing by their current employer;

- The unemployment of a wage earner whose income was used to qualify for the lease if confirmed by their current employer;
- The death of a wage earner whose income was used to qualify for the lease, when confirmed by a death certificate.

If you terminate the lease due to the above circumstances, you may be held liable for no more than two month's rent or actual damages whichever is less.

The parties may mutually waive the lease termination requirements if the unit is one of no more than 3 units on a single property owned by the same landlord. Tenants who rent units in such properties should read the lease carefully to avoid waiving the termination requirements inadvertently.

What if I am in the military (or my spouse is) and get transferred to another post?

If a person who is on active duty with the military receives change of assignment, that person or his/her spouse may terminate the lease on 30 day's written notice and be liable for no more than one month's rent after providing written notice and proof of the change of assignment. RPC 8-212.1, HCC 17.1009(H)

What if I can't continue living in my unit due to a medical condition?

Under HCC 17.1009(H) and RPC 8-212.2, if a physician certifies (the physician's letterhead or printed prescription form) that a tenant meets one of the following conditions, the tenant may terminate the lease on 60 days' notice and be liable for no more than the equivalent of two month's rent. This applies to tenants whose medical condition:

- substantially restricts their mobility within the leased premises or restricts their ability to leave or enter the leased premises; or
- requires the tenant to move to a home or other facility to obtain a higher level of care than can be provided in the leased facility.

What if I am the victim of domestic violence or sexual assault?

You may request that the landlord change the locks or terminate the lease on 30 days written notice and be liable for only the 30 days following the notice. The termination notice must include a copy of a protective order for the benefit of the tenant or legal occupant. RPC 8-5A-02.

What if the landlord wants to convert my senior apartment facility into apartments for all ages?

Under RPC 8-217, the landlord must provide tenants of a senior housing facility (as defined in 42 USC 3607) written notice as least 180 days before the conversion. The notice must provide the date for the conversion and advise you of your right to terminate the lease any time prior to the conversion. You must give at least a 1-month notice to terminate to the landlord.

What if the property is damaged due to fire or other unavoidable accident?

If the unit is "untenantable" due to fire or other unavoidable accident, the tenancy terminates and all liability for rent ceases on payment of the rent due at the time of the accident. RPC section 8-112. The lease is not

terminated if the property can be restored in a few days. There is no definition of “untenantable” so the liability of the parties will vary on a case by case basis.

The statute does not prohibit the parties from agreeing to a different result in the lease. Thus, where such provisions are made in the lease, the rights of the parties with respect to the termination of the lease are determined by those provisions. However, if a lease does not provide for such contingencies, then the statute controls in cases to which it is applicable.

Eviction

For what reasons can a tenant be evicted?

A landlord can seek to evict a tenant from a rental unit for non-payment of rent, failing to move out at the end of the lease term or for breaching any of the lease terms (such as exceeding the number of occupants allowed for the unit).

What type of action can my landlord bring?

- For failure to pay rent – the landlord can bring the following actions:
 - Summary Ejectment – RPC 8-401 – The most common action brought by landlords for the failure to pay rent. If successful, the tenant is evicted and the landlord can recover unpaid rent, damages (late fees owed due to late payment) and costs. The tenant has the right of redemption by paying all past-due amounts as determined by the court plus costs, unless there have already been 3 prior judgments entered during the prior 12 months.
 - Action for Distress for Rent – RPC 8-301-332 – The landlord can sue only for unpaid rent and costs (no other damages). If successful, the Court will allow the landlord to seize and sell the tenant’s property to cover the unpaid rent. If the proceeds from the sale do not cover the landlord’s claim (unpaid rent and court costs), the Court can order a money judgment for the rest. After the goods are sold, the landlord can request that the lease be terminated and the property repossessed.
- Tenant Holding Over Action – RPC 8-402 – Filed by the landlord if the tenant stays beyond the expiration of the lease term. If successful, the tenant is evicted and the landlord can obtain damages (the apportioned rent for the period plus other actual damages).
- Breach of Lease – RPC 8-402.1 – Used when a tenant breaches the lease in a way other than failing to pay rent, and the lease provides that the landlord can repossess the premises for breach of lease. The Court determines whether the breach was substantial and if so, issues an eviction order.
- Breach of Contract – common law – When the tenant fails to pay rent, the landlord may, in addition to filing for Summary Ejectment, file a breach of contract action to obtain any damages not recoverable in that action, such as property damage.

In addition, the State’s Attorney, County Attorney or community associations can file a nuisance action that may result in eviction against tenants involved in illegal drug activities or prostitution. RPC 14-120.

Can my landlord evict me for filing a complaint with OCP?

No. Under RPC 8-208(d)(8) and HCC 17.1014, a landlord cannot bring or threaten to bring an eviction or other action against a tenant, arbitrarily increase the rent or decrease services, or terminate a periodic tenancy in retaliation for:

- filing a good faith complaint with the landlord or any public agency;
- filing or testifying in a lawsuit against the landlord;
- organizing or joining a tenant's organization; or
- notifying the landlord that there are lead hazards or a child with an elevated blood lead level in the property.

The landlord's actions, however, are not deemed to be retaliatory if they occur more than 6 months after the tenant's actions. In addition, you may not obtain relief from a retaliatory action if you are not current on your rent (unless the rent is withheld under a rent escrow action).

You may raise the landlord's retaliatory action as a defense to your landlord's eviction action or sue the landlord for its retaliatory practice. If the court determines that the landlord's actions were retaliatory, the court may award you damages of up to 3 month's rent, reasonable attorney fees and court costs. If the Court, however, determines that your claim of retaliation was made in bad faith or without substantial justification, the court can award the landlord damages of up to 3 month's rent, reasonable attorney fees and court costs.

Can a landlord order a tenant to leave without going to court?

No. Eviction is a legal procedure. To evict a tenant, the landlord must first obtain a judgment in District Court. Landlords may not threaten to take possession or take possession of the unit by locking the tenant out, moving a tenant's belongings out of the rental unit, or cutting off utilities without a court order. RPC 8-216.

What notice does the tenant get before being evicted?

In a Summary Eviction case, the landlord begins the eviction process by filing a complaint in District Court. A hearing is usually set for 5 days after the complaint is filed. The tenant can ask for a short delay to gather evidence or witnesses. Tenants, however, can usually stop the eviction by paying the rent owed (and any late fees specified in the lease).

If the tenant is holding over or has breached the lease, the landlord must give the tenant notice to vacate at least one month before going to court. If the tenant has acted in a way that constitutes a threat to the safety of others, however, only 14 days' notice is required.

What procedure does a landlord need to follow to evict a tenant?

When the landlord files an eviction proceeding in court, the tenant will receive an official summons to attend a hearing. The summons may be served on the tenant in person, by mail or by posting a notice on the rental property. The tenant must attend the hearing to explain why the eviction should not proceed (for example,

the tenant attempted to pay the rent but the landlord wouldn't accept it, or the landlord failed to give the tenant a month's written notice that s/he had violated the lease and must move out).

If the court rules in favor of the landlord, the landlord will get a court order for eviction called a "warrant for restitution" and arrange for a sheriff to oversee the eviction. The tenant can appeal the eviction in Circuit Court within four (4) days of the date of judgment in non-payment of rent cases, and within ten (10) days in breach of lease or holding over cases. The tenant may have to post a bond to cover the rent while the court considers the appeal.

On the day of the eviction, the sheriff will come to the rental unit and order the tenant and everyone on the property to leave. The sheriff will then supervise the landlord while all the property from the unit is put on the public right-of-way. Once the property is moved out, it is the tenant's responsibility.