LEASING IN THE US

These materials were developed for use in conjunction with the presentation by the Graduate Student Legal Aid Office and are for informational purposes only. This information does not constitute legal advice.

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LEASING IN THE US

1. Application Process
2. Leases
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Different jurisdictions (cities & states) have different housing laws and regulations. The information in this presentation covers leasing in the State of Maryland.
Application Process

• The landlord may require personal information and the payment of a non-refundable fee.

• A landlord is entitled to keep an application fee of $25 or less. If the fee is more than $25, the landlord must refund any amount that was not used to process your application.

• Co-signing provisions are permissible.

• Touring the unit at time of application is not the same as a Walk-Through/Move-In Inspection at time of occupancy.

• Confirm the unit you tour is the same unit for rent and not a “model” unit.
How to Avoid Scams

Beware of:

- Renting any property **sight unseen**
  
  Verify the address and ownership at sdat.dat.maryland.gov/RealProperty

- Listings and rents that sound **too good to be true**;

- Listings with antiquated or **excessively formal language**; and

- Any request for **electronic money transfers**, especially if they are not in the US.
Read the ENTIRE lease before you sign!
What is a Lease?

A lease is a legally binding contract between the landlord and the tenant that keeps both parties accountable for their obligations for the entire term of the lease.
Types of Leases

- **Individual lease** – You are financially responsible only for your portion of the overall rent. If a roommate leaves unexpectedly, the landlord cannot require you to pay the former roommate’s portion of the rent.

- **Joint and Several lease** – Everyone who signs the lease is equally responsible for the total amount of the rent, not just their individual portion. If a roommate leaves unexpectedly, the landlord could require the remaining tenants to pay the former roommate’s portion of the rent.
Rent may be “all-inclusive” or you may be responsible for additional costs and fees each month. When comparing apartments review your lease and consider what is and is not included in your rent:

- Utilities
  - Water
  - Electricity
  - Gas (or Oil)
- Internet
- Cable TV
- Phone
- Parking
- Laundry
Most leases include restrictions on certain actions or items. Common restrictions are:

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Lease Signing Checklist

- See the exact unit that you are signing a lease to rent. Initially, you may view a model unit, but before signing the lease you will want to inspect the specific unit that you will be renting.
- Pick reliable roommates.
- If you will be living with others, make sure that all the tenants and co-signers sign the lease and submit it together.
- Get the landlord's promises in writing.
- Review any available complaint records for the landlord by searching their name in the Maryland Judiciary Case Search: http://casesearch.courts.state.md.us/casesearch/
- Once all documents have been signed, get a copy of everything for your records.
- Do a walk-through at the beginning of the lease.

Reminder
Always read the entire lease before signing
Renter’s Insurance

The landlord’s insurance does not cover your furniture or personal belongings. You should insure your property against fire, theft and water damage, as well as personal liability damages (i.e. if your bathtub overflows and causes damages to the apartment below) by purchasing renter’s insurance. Renter’s insurance can also provide you alternative housing in case of emergency.

Renter’s insurance is very affordable and typically costs $10-$20/month.
Read your lease to determine if you are responsible for general upkeep or maintenance, including yard maintenance.

Landlords are generally responsible for the repair and maintenance of the structure and the supplied amenities unless the damage was caused by you or your guests. If something breaks, notify your landlord immediately and request repair. If they do not fix the condition, request a housing code inspection.
Repairs & Housing Inspections

Prince Georges County - Permitting, Inspections and Enforcement: 311 or (301) 883-4748
  City of College Park Code Enforcement - Housing Inspector: (240) 487-3570
  City of Greenbelt Code Enforcement: (301) 345-5417
  Town of Berwyn Heights Code Enforcement: (301) 513-9331
  City of Hyattsville Code Enforcement: (301) 985-5014
  Riverdale Park Code Enforcement: (240) 898-2500

Montgomery County Housing Code Enforcement: 311 or (240) 777-0311
  City of Rockville Code Enforcement: Housing Inspectors: (240) 314-8330
  City of Takoma Park Code Enforcement: (301) 891-7255
Early Lease Termination

Most leases do not grant you the right to terminate your lease early without financial penalty.

Read your lease to determine under what circumstances, if any, you can terminate your lease early, and if there are any costs or fees associated with early termination (or subletting).
Most leases contain a provision restricting your ability to sublease or assign your lease. Read your lease to know what those restrictions are.

**Sublease** A sublease is the transfer of the right to occupy. In any sublease, the original tenant is still responsible for complying with the terms of his lease with the landlord and the subtenant is responsible for complying with the terms of his sublease with the tenant.

**Assignment** An assignment is the transfer of one party's entire interest in and obligations under a lease to another party. The new tenant takes on the lease responsibilities, including rent and property maintenance, and the original tenant is released from most (if not all) of its duties. An assignment is more favorable for a tenant moving out.
Guests

A guest is someone who stays at your apartment for fewer than 14 days.

Landlords typically cannot forbid you from having guests visit or stay overnight when you are renting, but some form of notice may be required.
Moving In & Protecting Your Deposit

- Request a walk-through/move-in inspection at the beginning of the tenancy to establish the condition of the unit at the time of move-in;
- Notify your landlord in writing of any issues or conditions that need to be repaired;
- Document the condition of the unit by taking pictures of the entire unit;
- Demand that the landlord complete significant repairs prior to accepting occupancy; and
- If your landlord promises to repair something, get any promises in writing and include a deadline for the repairs to be completed by.
Prior to the end of your lease term, you will have to provide notice, likely written notice, to your landlord about whether you intend to renew your lease, remain month to month (if your lease allows), or move out at the end of your lease.

Read your lease to determine how far in advance you must provide notice. It is common for leases in Maryland & DC to include notice requirements of 60 days, 90 days, or even longer.
If moving out at the end of initial lease term, send written notification to the landlord in accordance with the time specified in the lease.

Contact the landlord and arrange a unit walk-through. Use a smart phone or camera to document the condition of the unit at move-out.

Do not forget to provide a forwarding address to the landlord for the return of the security deposit.

Ensure that the unit is left in good clean condition.
Security Deposit

If your landlord withholds your security deposit, you can file a complaint in Small Claims Court.

For more information about Small Claims Court, go to https://mdcourts.gov/legalhelp/smallclaims.

Maryland District Court’s Small Claims Handbook
https://www.courts.state.md.us/sites/default/files/import/district/forms/civil/dccv001br.pdf
Additional Resources

The People’s Law Library of Maryland
https://www.peoples-law.org/cat/housing Select the Landlord/Tenant Tab

Maryland Office of the Attorney General
http://www.marylandattorneygeneral.gov/Pages/CPOD/landlords.aspx