

Sec. 29-27. Contents of lease.

Each lease for rental housing located in the County must:

- (a) Not contain a waiver of notice to quit.
- (b) Contain no waiver of the landlord's liability for damage caused by the landlord's negligence or violation of any applicable laws, and provide for reimbursement to the tenant for any damage sustained by the tenant due to the negligence of the landlord.
- (c) Acknowledge the landlord's responsibility for maintenance of the rental housing and incorporate by reference Chapter 8, Chapter 22, Chapter 26, and Chapter 59, as an express warranty of habitability and covenant to repair.
- (d) Except as provided in subsection (c), incorporate no collateral agreement or provision by reference unless a copy of the collateral agreement or provision is attached to all copies of the lease.
- (e) Not authorize any confession of judgment for rent due.
- (f) Contain no provision for penalty for late payment in excess of 5 percent of the amount of rent due for the rental period for which payment is delinquent.
- (g) Contain no waiver of any right or protection afforded under this Chapter.
- (h) Contain no provision authorizing the lessor to take possession of the leased premises or the tenant's personal property on the premises without formal legal process.
- (i) Require itemization of all charges for repair of damages to the premises, claimed by the landlord or tenant, and providing that the charges must be substantiated upon written request.
- (j) Require the deposit of all security deposits in accordance with state law.
- (k) Notify the tenant where the tenant can inspect a copy of the rental housing license.
- (l) Require a minimum of 10 days before late fees may be charged.
- (m) Contain a covenant that the landlord will deliver the leased premises and all common areas in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws. In a condominium or cooperative housing structure, the landlord is required to deliver only the dwelling unit in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws.
- (n) Contain no agreement by a tenant to:
 - (1) waiver the right to a trial by jury;
 - (2) pay court costs that exceed actual costs awarded by a court; or
 - (3) pay legal costs or attorney fees other than those awarded by a court after the court finds that the fees and costs are reasonable.

In addition, any agreement obligating a tenant to pay a landlord's attorney's fees must:

- (4) provide that attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises in a nonpayment of rent action; and
- (5) obligate the landlord to pay the tenant's attorney's fees if the tenant is the prevailing party in the legal action and fees are awarded by a court.
- (o) Require written receipts for all cash or money orders paid by the tenant to the landlord for rent, security deposits or otherwise.
- (p) Specify that the landlord may enter any dwelling unit if the landlord has given due notice to the tenant and the tenant has not reasonably objected, to:
 - (1) make necessary repairs, decorations, alterations or improvements;

(2) supply services only by mutual agreement during normal business hours, except in an emergency; or

(3) exhibit the dwelling unit to prospective buyers, mortgagees, or tenants only during normal business hours, including weekends, except as the landlord and tenant otherwise agree;

but nothing in this subsection prevents the landlord from entering any dwelling unit in an emergency situation or, after due notice, when the landlord is required to allow the Department access for an inspection under this Chapter or Chapter 26, or when the landlord has good cause to believe the tenant may have damaged the unit or may be in violation of this Chapter.

(q) Permit the tenant to sublease the dwelling unit with the landlord's written permission, which the landlord must not unreasonably withhold. This subsection does not apply to:

(1) a rental dwelling unit in a common ownership community if a valid legal restriction prohibits subleasing;

(2) an accessory apartment;

(3) a mobile home under Section 29-66; or

(4) an individual living unit.

(r) Contain no provision for a lien on behalf of the landlord on the tenant's chattels, except as provided by state law.

(s) Allow the tenant to terminate the lease upon 30 days' written notice to the landlord due to:

(1) an involuntary change of employment from the Washington metropolitan area;

(2) the death of major wage earner;

(3) unemployment;

(4) the tenant or the tenant's child being a victim of domestic violence;

(5) a landlord harassing the tenant or violating the tenant's privacy rights;

(6) the tenant or tenant's spouse:

(A) being 62 years of age or older;

(B) being unable to live independently; and

(C) needing to move to a nursing home or other senior citizen housing;

(7) the tenant being incarcerated or declared mentally incompetent; or

(8) other reasonable cause beyond the tenant's control.

The lease may provide that in the event of termination under this provision, the tenant is liable for a reasonable termination charge not to exceed the lower of one month's rent or actual damages sustained by the landlord.

(t) Allow the tenant to convert a one-year lease to a two-year lease within 30 days after signing the lease, unless the one-year lease was offered by the landlord consistent with subsection 29-28(c).

(u) Notify the tenant that:

(1) general information and assistance is available from the Department regarding:

(A) questions about any addenda to the lease;

(B) evictions; and

(2) the tenant is entitled to a hard copy of the Landlord-Tenant Handbook as required under subsection 29-28(f) and that the Landlord-Tenant Handbook is available on the County website.

(v) Permit the tenant to correct violations of applicable law in the unit and deduct the reasonable cost of the repairs from the tenant's rent as authorized by the Director under subsection 29-22(f).

(w) Contain a plain language summary of tenant rights and responsibilities, in a form established by the Executive by method (2)

regulation that includes, at a minimum:

- (1) the term of the lease;
- (2) the amount of the rent;
- (3) the date on which the rent is due;
- (4) the tenant's responsibility, if any, for utility costs;
- (5) a list of additional tenant rights and responsibilities under the lease; and

(6) information about services available to tenants from the Department and the Commission. (1972 L.M.C., ch. 27, § 1; 1975 L.M.C., ch. 34, § 3; 1978 L.M.C., ch. 4, § 1; 1978 L.M.C., ch. 11, § 2; 1979 L.M.C., ch. 44, § 1; 1979 L.M.C., ch. 57, § 1; 1983 L.M.C., ch. 24, § 6; 1984 L.M.C., ch. 23, § 8; 1985 L.M.C., ch. 40, § 1; 1987 L.M.C., ch. 23, § 2; 1992 L.M.C., ch. 24, § 1; 1996 L.M.C., ch. 13, § 1; 1997 L.M.C., ch. 1, § 1; 2000 L.M.C., ch. 32, §§ 1 and 5; [2003 L.M.C., ch. 6](#), §§ 1, 2; [2005 L.M.C., ch. 16](#), §§ 1, 3; [2008 L.M.C., ch. 29](#), § 1; [2016 L.M.C., ch. 39](#), § 1; [2017 L.M.C., ch. 12](#), §1.)

Editor's note-[2016 L.M.C., ch. 39](#), § 3, states in part: Transition.

(a) The plain language summary required under Section 29-27, as amended in Section 1, must be included with all leases entered into or renewed after the effective date of the regulation establishing the form of the plain language summary.

[2008 L.M.C., ch. 29](#), § 1, repealed 2005 L.M.C., ch. 16, § 3, Expiration, making the amendments made by 2005 L.M.C., ch. 16, permanent.

Section 29-27, formerly § 29-26, was renumbered and amended pursuant to 2000 L.M.C., ch. 32, § 1. 1983 L.M.C., ch. 24, § 13, provides in part as follows: "The amendments to chapter 29 approved by this act shall be repealed and of no force or effect on or after March 8, 1985." This sentence was deleted by of 1985 L.M.C., ch. 40, §1, thus giving the law permanent status.

In Kessler v. Equity Management, Inc., 82 Md. App. 577, 572 A.2d 1144 (1990), the court upheld the requirement that a landlord provide prior notice to a tenant before entering leased premises, as specified in § 29- 26(q) and held that the right to prior notice was unaffected by the tenant's arrearage in payment of rent. Provisions in a former County law similar to subsections (a) and (f) above were upheld in County Council for Montgomery County v. Investors Funding Corp., 270 Md. 403, 312 A.2d 225 (1973). Such case also held that the County cannot prohibit oral leases.