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This free Maryland residential lease template is provided for general informational and educational use. Honestkey is not a law firm and does not provide legal advice. Landlord-tenant law changes and varies by city and situation; a template cannot cover every case. Before you use this document, have it reviewed by a licensed attorney in Maryland and confirm every blank, amount, and required disclosure is complete and current. Using this template does not create an attorney-client relationship.

Residential Lease Agreement

State of Maryland

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Maryland (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Landlord agrees that Tenant may stay after the term ends, the tenancy becomes a month-to-month tenancy on the terms of this lease, or a week-to-week tenancy if Tenant was a week-to-week tenant before staying on.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

A late fee will not be more than 5 percent of the unpaid rent due for the rental period for which the payment was late. If rent is paid weekly, a late fee will not be more than $3 per week or a total of $12 per month.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep from the deposit only what is needed for unpaid rent, damage due to a breach of this lease, or damage beyond ordinary wear and tear to the Home, the common areas, major appliances and furnishings owned by Landlord, when the damage was done by Tenant or Tenant's family, agents, employees, guests or invitees. The deposit is not liquidated damages and will not be kept for a breach of this lease except in the amount Landlord is actually damaged by the breach.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

Within 45 days after the tenancy ends, Landlord will return the deposit to Tenant with simple interest, less any damages rightfully withheld. If Landlord keeps any part of the deposit, Landlord will send Tenant by first-class mail, to Tenant's last known address and within the same 45 days, a written list of the damages claimed and an itemized statement of the cost incurred. A Landlord who does not send that list loses the right to keep any part of the deposit for damages.

The statement of costs will include supporting documentation that identifies the materials or services provided. If Landlord uses an estimate as that documentation, Landlord will tell Tenant in writing when the repairs are done and send a copy of the final invoice, and will return to Tenant within 30 days after completing the repairs any part of the deposit withheld that is more than the actual cost.

If Tenant is evicted for breaking a condition of this lease before the tenancy ends, or abandons the Home before the tenancy ends, Tenant may ask for the deposit back by giving Landlord written notice by first-class mail, within 45 days after the eviction or the day Tenant abandoned the Home, that gives Tenant's new address. Landlord then has 45 days after receiving that notice to send the list of damages and return the deposit with interest, less any damages rightfully withheld.

17. Where the deposit is held

Landlord will keep the deposit in an account at a federally insured financial institution that does business in Maryland, at a branch located in Maryland, that is used only for security deposits and earns interest, and will put the deposit in that account within 30 days after receiving it. Landlord may instead hold it as Maryland law otherwise allows.

Interest on a deposit of $50 or more is simple interest, not compounded, at the daily U.S. Treasury yield curve rate for 1 year as of the first business day of each year, or 1.5 percent a year, whichever is greater. It builds up each month from the day Tenant pays the deposit. No interest is due unless Landlord has held the deposit at least 6 months, or for any period shorter than a full month.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

Landlord will give Tenant written notice before raising the rent. The notice will be given at least 90 days before the increase if the tenancy is for a term of more than 1 month, at least 60 days before the increase if the term is more than 1 week but not more than 1 month, and at least 7 days before the increase if the term is 1 week or less.

Landlord will send the notice by first-class mail with a certificate of mailing. Landlord may send it by email, text message or a tenant portal only if Tenant chooses that way. Tenant is not required to choose it, and Landlord will not make a rental application depend on it. A local law may require more notice, and Landlord will follow it.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it

may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

39. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

40. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

41. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

42. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

43. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

44. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

45. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

46. When Landlord may enter

Landlord may enter the Home to complete repairs, maintenance, modifications, renovations or improvements; to inspect it; to show it to buyers, mortgagees, tenants or contractors; to protect the property and the people in it; to complete work ordered by a government body; and to respond to Tenant's written request. Landlord will

not use entry to harass Tenant.

Before entering, Landlord will give Tenant written notice at least 24 hours ahead that gives the date, the approximate time and the specific purpose of the entry. Landlord will deliver the notice by first-class mail with a certificate of mailing, if the notice is delivered at least 24 hours before the time of entry, or by a paper notice fixed to the door of the Home. If Tenant has chosen electronic delivery, Landlord may instead send the notice by email, by text message or through a tenant portal that Tenant can reach at the time the notice is delivered and at the time of entry, and the delivery must give Landlord proof that it was sent.

Except in an emergency, Landlord will enter only between 7:00 a.m. and 7:00 p.m. Monday through Saturday, or at another time Tenant has agreed to in writing. Tenant may agree in writing to entry on less than 24 hours' notice. Landlord may enter without notice in an emergency, to ensure the imminent protection or preservation of the property, the imminent protection and safety of the people in it, or the health, safety and welfare of other tenants and staff.

If Tenant tells Landlord of a possible housing code violation, Tenant will let Landlord into the Home within 24 hours after telling Landlord.

47. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

48. Giving notice to move out

Tenant will give Landlord written notice at least 30 days before the end of the lease, or the end of a month-to-month tenancy, that Tenant will move out at that time.

If Landlord intends to end a tenancy at the end of a lease term of more than 1 week, or a month-to-month tenancy, Landlord will give Tenant written notice at least 60 days before the end of the tenancy.

A notice must be in writing and say the date the tenancy ends.

49. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again, and Tenant also owes the reasonable cost of doing so, if the law allows it.

50. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

Under Maryland law, if an active service member, or the active service member's spouse, is a Tenant under this lease and the active service member receives a change of assignment, before or after moving into the Home, the liability of the active service member and the spouse for rent under this lease will not be more than the rent and lawful charges then due and payable plus 30 days' rent after written notice and proof of the change of assignment are given to Landlord, plus the cost of repairing damage to the Home caused by an act or omission

of Tenant.

51. Safety, and other rights to leave early

Maryland law also gives a tenant other rights to end a lease early or to limit the rent owed after leaving, including for a certified medical condition, for a home whose owner fails to meet the lead risk reduction standard, and for the conversion of a senior apartment facility. Nothing in this lease takes those rights away.

Whatever this lease says, Landlord will not limit Tenant's ability to ask law enforcement or emergency services for help, and will not penalize Tenant solely for asking for that help, or penalize Tenant for the acts of another person solely because that person asked for that help.

Whatever this lease says, if Tenant or a legal occupant of the Home is a victim of abuse as Maryland law defines it, Tenant may end Tenant's future liability under this lease. To do so Tenant gives Landlord written notice, by first-class mail or hand delivery, that Tenant intends to move out and that says Tenant or the legal occupant is a victim of abuse, with a copy of a protective order issued for the benefit of Tenant or the legal occupant, a copy of a peace order issued for their benefit for which the underlying act was abuse, or a copy of a report by a qualified third party that was signed within the last 60 days and has the name and physical description of the alleged abuser removed. Tenant then has 30 days from giving the notice to move out, and owes rent only from the day Tenant gives the notice until Tenant moves out, up to a maximum of 30 days.

A report by a qualified third party must be signed by the qualified third party under seal of a notary public, and signed and acknowledged by Tenant or the legal occupant under penalty of perjury, and must include the other items Maryland law lists.

If Tenant moves out sooner than 30 days after giving that notice, Tenant will give Landlord a signed and notarized written notice, by first-class mail or hand delivery, saying that Tenant has moved out. Landlord will then inspect the Home and, if Tenant has moved out, give Tenant a written statement that confirms Tenant has moved out, states the rent Tenant owes for that time, and states the rent still owed or the amount to be refunded. If Tenant does not move out within 30 days, Landlord may, by written notice to Tenant, use the remedies the law gives against a tenant who stays on after the tenancy ends, or treat Tenant's notice as taken back so that this lease stays in full force. Ending Tenant's liability does not end the liability of a tenant who is the respondent in the protective order or peace order.

52. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

53. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

54. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably

be arranged, or as the law requires.

55. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

56. Attorney fees

☐ If Landlord and Tenant go to court over this lease, the side that wins may recover reasonable attorney fees and expenses, if the court awards them.

Court costs under this lease do not include a filing surcharge assessed against Landlord by the District Court, unless Maryland law allows Tenant to be charged it.

57. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

58. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

59. Which law applies

Maryland law and any local law that applies to the Home govern this lease.

60. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

61. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

62. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

63. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

64. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law. ☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

65. Condition of the Home

Landlord will make the Home available in a condition permitting habitation, with reasonable safety.

66. Heat, gas, electricity, water and repairs

Landlord and Tenant have these specific obligations for heat, gas, electricity and water. Utilities that Tenant pays: _____. Utilities that Landlord pays: _____.

Landlord and Tenant have these obligations for repair of the Home: Landlord's obligations are those stated under "What Landlord takes care of", and Tenant's are those stated under "What Tenant takes care of".

67. Security deposit receipt

Landlord received a security deposit of $_____ from Tenant. This is Landlord's receipt. Tenant is told the following:

1. Tenant has the right to have Landlord inspect the Home with Tenant present, to make a written list of the damages that exist at the start of the tenancy, if Tenant asks by certified mail within 15 days after moving in.

2. Tenant has the right to be present when Landlord inspects the Home at the end of the tenancy to find out whether any damage was done, if Tenant tells Landlord by certified mail, at least 15 days before the date Tenant plans to move, that Tenant intends to move, the date of moving and Tenant's new address.

3. Landlord must carry out that inspection within 5 days before or after the date of moving that Tenant stated.

4. Landlord must tell Tenant in writing the date of the inspection.

5. Tenant has the right to receive, by first-class mail sent to Tenant's last known address, a written list of the charges Landlord claims against the security deposit and the actual costs, within 45 days after the tenancy ends.

6. Landlord must return any unused part of the security deposit, by first-class mail addressed to Tenant's last known address, within 45 days after the tenancy ends.

7. If Landlord does not follow the security deposit law, Landlord may be liable to Tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

Landlord will keep a copy of this receipt for 2 years after the tenancy ends, the Home is abandoned, or Tenant is evicted.

68. Security deposit limit and move-in payments

Any payment Tenant makes to protect Landlord against unpaid rent, damage due to a breach of this lease, or damage to the Home, the common areas, major appliances or furnishings, including a pet deposit or rent paid for the last month in advance, is part of the security deposit. The security deposit will not be more than the equivalent of one month's rent for the Home, regardless of the number of Tenants, unless Maryland law allows more.

Tenant is not required to pay more than the security deposit plus the first month's rent to start this lease and move into the Home. Landlord will not require Tenant to buy a surety bond in place of the deposit.

69. Utilities paid to Landlord

☐ Tenant is responsible for making payments for water, sewer, gas and electric utility services to Landlord, as stated in this lease.

Landlord will either give Tenant a copy of the water, sewer, gas or electric bill, or tell Tenant in writing, before this lease begins and before each later term, the total utility costs billed to Landlord in the preceding year for water, sewer, gas and electric service, listed by type of utility.

70. Water or sewer paid to a third party

☐ Tenant is responsible for making payments for water or sewer services, measured by an individual submeter for the Home, to _____, a third party.

Landlord will give Tenant a copy of each water or sewer bill at least 20 days before payment of the bill is due.

71. Option to report positive rent-payment history

☐ Landlord offers Tenant the option of having Tenant's positive rental payment history reported to _____, a consumer reporting agency. Positive rental payment history means information about Tenant's complete and timely payments of rent. It does not include a payment that was late or was not made in full. Reporting is optional for Tenant.

Tenant chooses reporting by signing and dating Landlord's written election form and returning it to Landlord. Tenant may do so at any time after Landlord first offers it. Landlord will offer reporting at the time of this lease and at least once a year after that, and will give Tenant another copy of the election form on request.

Tenant may stop reporting at any time by written request, and Landlord will then stop reporting. Tenant may not choose reporting again for at least 6 months after the date of the request to stop.

If Tenant chooses reporting, Landlord charges a fee of $_____ a month, which will not be more than the

lesser of Landlord's actual cost of providing the service or $10 a month. The fee is not rent and will not be credited toward rent or any other amount owed under this lease. Landlord will not report whether Tenant paid the fee. If Tenant does not pay the fee for 30 days or more, Landlord may stop reporting, and Tenant may not choose reporting again for at least 6 months after the date the fee first became due.

72. Condominium or development rules

☐ The obligations of the owner that limit or affect the use and occupancy of the property are enforceable against Tenant. Before Tenant signed this lease, Landlord gave Tenant a copy of the rules, declaration, and recorded covenants and restrictions that limit or affect the use and occupancy of the property or common areas and to which the owner is obligated, to the extent they apply.

73. If the Home is in Baltimore: Owner and agent for court papers

As Baltimore law requires, this lease gives the following. The owner of the Home is _____, _____. The person authorized to receive court process for the owner in connection with the Home is _____, _____. Telephone:_____.

Within 10 days after any of this information changes, Landlord will tell Tenant of the change by first class mail.

74. If the Home is in Baltimore: Water and wastewater costs

Tenant pays for water or wastewater service only if this lease says so in an express provision. Utilities that Tenant pays:_____. Utilities that Landlord pays: _____.

If Tenant pays the cost of water or wastewater service, whether to the Baltimore Department of Public Works or to Landlord as reimbursement, Landlord makes Tenant a designee under Maryland's Public Information Act to request and to receive copies of any account records for the water or wastewater account.

☐ Tenant reimburses Landlord for allocated costs of water or wastewater service. The method Landlord uses to allocate those costs to Tenant is:_____. The average monthly allocated cost of water and wastewater service for the Home in the 12 months before this lease or its renewal is: $_____.

75. If the Home is in Baltimore: Late fees

Landlord may not apply late fees to the rent until Tenant is more than 10 days past due with the rent.

If this lease lets Landlord apply a penalty for late payment of rent, Landlord will not apply it until Tenant's payment of the rent is more than 10 days late, or until Tenant has received Tenant's regularly scheduled government benefit disbursement, if Tenant has earlier given Landlord written notice showing that the day of the month the benefit is normally issued or mailed is later than the day rent is due. A government benefit means temporary cash assistance, supplemental security income, social security disability income, unemployment insurance benefits, Veteran's Administration benefits, social security benefits, or assistance from any other similar federal, state or City government benefits program.

76. If the Home is in Baltimore: Copy of the lease and tenants rights brochure

Landlord has given Tenant a copy of this lease, signed by Tenant and Landlord, at the time of signing. Landlord has also given Tenant a copy of the tenants rights brochure approved by the Baltimore Housing Commissioner, which covers free or reduced price legal representation available to tenants, pre-trial and day of trial mediation programs for landlord-tenant disputes, and a tenant's right to know the amount of rent that is in arrears.

Tenant has received the signed copy of this lease and the brochure: ☐

77. If the Home is in Baltimore: Baltimore rental license

Landlord has given Tenant a copy of the Baltimore rental dwelling license for the Home at the time this lease was offered and signed. Landlord will give Tenant a copy of the license again whenever this lease is renewed.

Tenant has received the rental license: ☐

If the Home is a newly constructed or renovated dwelling unit that does not yet have a rental license number, this statement applies: “This is a newly constructed or renovated dwelling unit and does not currently have a rental license. As soon as available, a rental license will be provided to all individuals as required by Article 13, Subtitle 5 {“Licensing of Rental Dwellings”} of the Baltimore City Code.”

78. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Maryland Tenants' Bill of Rights

A copy of the most current version of the Maryland Tenants' Bill of Rights, published by the Office of Tenant and Landlord Affairs in the Department of Housing and Community Development, is attached to this lease and is part of it.