

Maryland Landlord Tenant Law

Tenant's Right of Possession and Right of Entry by Landlord

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In either event, whether tenant terminates the lease or not, he may collect from the landlord any consequential (resulting) damages he actually suffered after he notified the landlord that he was unable to take possession. (However, the tenant must try to minimize his losses. See "[Mitigation of Damages](#)".) ([Maryland Code, Real Property, Section 8-204](#))

Right of Entry by Landlord and Tenant's Right to Privacy

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However, the landlord has a right of reasonable entry for such purposes as to inspect the premises, make repairs, show the premises to a prospective new tenant, etc. Except in case of emergency, landlords are advised to notify the tenant and reach a mutually acceptable agreement about the specific time of entry.

The balance between tenant's right to privacy and landlord's right of entry can usually be reached by a fair and reasonable agreement between tenant and landlord.

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Quiet Enjoyment and Constructive Eviction

Unless the lease provides otherwise, there is an implied warranty or covenant by the landlord that during the term of the tenancy, the tenant is entitled to "quiet enjoyment" of the premises. The Maryland Court of Special Appeals has held that even where the disruption to tenant's quiet enjoyment is caused not by the landlord but by another tenant, the disruption may be attributable to the landlord because the landlord could take action (such as notification and, if necessary, eviction) against the offending tenant.

When the landlord fails to correct or terminate the disturbance, and the disturbance seriously interferes with the tenant's use and enjoyment of the leased premises, the tenant is justified in abandoning the premises. Tenant who leaves under these conditions will have no further obligation to pay rent. In the eyes of the law, the landlord has breached the covenant of quiet enjoyment and has "constructively evicted" the tenant. Landlord may be required to compensate tenant for moving expenses, attorney's fees, and other expenses resulting from the constructive eviction. (The Court of Special Appeals case is *Bocchini v. Gorn Management Co.*, 69 Md. App.1 (1986).)

NOTE: *The facts in Bocchini v. Gorn, mentioned above, were that the landlord knew about the problem and failed to take action against a tenant who persisted over a period of several months in making very disturbing noises and also threatened the complaining tenant after she asked him to modify his behavior and after she asked the landlord for help. The court stated that these facts constituted a breach of the covenant of quiet enjoyment and supported the tenant's claim that she had been constructively evicted.*

We suggest that a tenant who finds that his use and enjoyment of the premises are seriously impaired by the landlord or by another tenant, should communicate the problem to the landlord in writing, give the landlord reasonable opportunity to resolve the situation, and have witnesses to the situation, if possible.

If all efforts fail, if the disturbance persists and tenant decides to move out before the end of the lease term, there is still a risk to tenant that the landlord will file suit for loss of the rent due for the remainder of the lease term. For tenant to prevail, tenant will need to prove to the court that the disturbance was substantial enough to constitute "constructive eviction".

(Maryland Code, Real Property, Section [2-115](#), [8-204](#))

Subleases, Subtenants and Roomers

A sublease is an agreement in which the original tenant leases to a subtenant all or part of the rented premises for all or part of the remainder of the original tenant's term.

If a lease requires a tenant to obtain the landlord's consent before making a subleasing agreement, a recent Maryland Court of Appeals case states that the landlord must have a reasonable cause for withholding consent. Reasonable objections to a prospective subtenant might include concern about his ability to pay the rent, or concern about his intention to use the premises for unsuitable purposes. (*Julian v. Christopher*, 320 Md.1, 1990)

If a lease contains no provision relating to subletting, the tenant may freely sublease.

In any sublease, the original tenant is still responsible for compliance with the terms of his lease with the landlord.

Roomers

A roomer occupies a unit which may be used for living and sleeping but which has no cooking facilities. A roomer differs from other tenants in that he generally does not have the right to exclusive possession of his room. The landlord or proprietor retains general dominion or control over the premises.

Certain minimum standards set by the [Baltimore City Housing Code](#) apply to rooms leased to roomers.

In addition, Baltimore City Housing Code contains special provisions governing the operation of rooming houses containing five or more individuals not related to the owner or lessee of the house.

Notice to terminate the occupancy by the landlord or tenant can vary from jurisdiction to jurisdiction. Baltimore City law seems to define a roomer as a kind of tenant in that it requires a roomer to be given a 30-day notice to quit. However, in some jurisdictions a roomer has the right to stay in the property only until the rent is consumed and then may be told to leave immediately or be considered a trespasser.

Other jurisdictions seem to consider a roomer to be a tenant requiring proper notice to terminate occupancy. Notice is a minimum of the number of days equal to the rent cycle. For example, if a roomer leases a room on a weekly basis, s/he must be given, or must give, at least seven days notice prior to terminating the occupancy.

When the Tenant is a Minor

Who is considered a minor for the purpose of signing a lease?

Under Maryland law, anyone under the age of 18 is a minor. Anyone 18 years of age or older is an adult. (Maryland Code, Article 1, Section 24). There are exceptions under certain state laws to this general definition of who is a minor but *none* of these apply to the landlord-tenant relationship. For a rental lease, a minor is anyone under the age of eighteen (18).

Can a minor sign a lease?

Anyone can sign a lease. The question is whether the person can be held accountable to follow the requirements of the lease, such as paying rent. A lease is a contract. A minor is generally not bound by his or her contracts. This means that, if a minor enters into a contract, the law will allow the minor to "void" the contract. The law gives the minor the power to choose whether s/he wants to honor the contract or avoid the obligation.

However, there is an exception. If a minor receives any of the "basic necessities of life under a contract, s/he is bound to pay for them at a reasonable price. Lodging is considered a basic necessity (*Corpus Juris Secundum, Infants, Section 181*).

If a tenant is a minor at the beginning of his or her tenancy and continues to live in the premises after reaching age 18, s/he can then be held to the terms of the lease as an adult. (See *Maryland Law Encyclopedia, Landlord and Tenant, Section 21, and Infants and Minors, Sections 13 & 14*).

How can a landlord protect him/herself if a minor wants to rent an apartment?

If a landlord is reluctant to rent to a minor, s/he can protect himself by asking the minor to find an adult to co-sign the lease. If any problems occur, the landlord can pursue the adult for the unpaid rent or other problems.

Ordinary Wear and Tear

A lease provision that requires the tenant to "return the leased premises in good repair" at the end of the lease term does **not** require the tenant to build a new building or pay for a building that was destroyed without any fault or negligence on the part of the tenant. ([Maryland Code, Real Property, Section 8-113](#))

However, the law imposes on a tenant the obligation to return the premises at the end of the tenancy in substantially the same condition as when he moved in. Also, the tenant is responsible for any damage caused by his negligence. But the tenant is not liable for damage caused by the elements or resulting from "ordinary wear and tear". The following interpretations of this phrase indicate how it is used:

"Even in the absence of an express covenant, the law imposes on a tenant the obligation to return the premises at the termination of the tenancy substantially in the same condition as when he received possession and to restore the leased property to the landlord at the end of the term unimpaired by the negligence of the tenant. A tenant, however, is not liable for damage to the premises ensuing from a reasonable use or for damage caused by the elements. Where the tenant has made unauthorized alterations in the premises, he must at the termination of the lease restore them to their former condition without expense to the landlord; and even where the landlord impliedly consented to alterations by the tenant, the tenant is not excused from leaving the premises in good order and condition, on termination of the lease." (C.J.S., *Landlord and Tenant*, Section 408)

Words and Phrases (West Publishing Co.), Volume 30, page 474, quotes from cases as follows:

"Ordinary wear and tear in lease requiring tenant to surrender furnishings in leased premises in condition received, 'ordinary wear and tear' excepted, means wear which property undergoes when tenant does nothing more than to come and go and perform acts usually incident to an ordinary way of life." *Tirrell v. Osborn*, D.C. Mun. App., 55 A.2nd 725, 727.

"In general, the ordinary reasonable use and wear of property by a tenant has relation to the depreciation in condition of building or property which it undergoes during the tenant's occupation, when the tenant in the case of a residence, at

least, does nothing in connection with the use more than to come and go and perform the acts usually incident to creating and maintaining conditions for living in the ordinary way." Taylor v. Campbell, 108 N.Y.S. 399, 400, 123 App. Div. 698.

Special Issues for Subsidized and Public Housing Tenants

All of the Maryland rules governing landlord and tenant relations in privately owned rentals also apply to you and your housing unit if you are a section 8, HUD, or public housing tenant. However, there are some added protections that only apply to section 8, HUD, and public housing. The following tips will help you navigate many of these added safeguards.

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Required Receipts and Records

Every landlord is required to keep records showing the dates and amounts of all rent paid to him by each tenant, and, for each cash payment of rent, a records that a receipt was given. Whenever a tenant makes a rent payment in person, the landlord or landlord's agent must give the tenant a receipt if the tenant makes payment in cash or requests a receipt.

If the landlord fails to provide a receipt as required by this section, s/he is liable to the tenant for \$25.00, in addition to any other penalty imposed by the courts.

(Maryland Code, Real Property, Sec. [8-208.3](#), [8-205](#))

PLEASE NOTE EXCEPTION FOR ANNE ARUNDEL COUNTY

In Anne Arundel County, unless the tenant makes payment by check or rents the property for commercial or business purposes, if property is leased for any definite term or at will, the landlord shall give the tenant a receipt showing payment and the time period which the payment covers.

Information to be Posted or Provided by the Landlord

The landlord of a residential rental property must include in the written lease OR on a posted sign conspicuously placed on the rental property, the following information: a) the name, address and phone number of the landlord; or b) the person, if any, who is authorized to accept notice or service of process on the landlord's behalf.

If the landlord fails to provide the information in this manner, then notice or service of process can be sent by the tenant to: a) the person to whom the rent is paid; b) the address where the rent is paid; or c) the address where the tax bill is sent. ([Maryland Code, Real Property, Sec. 8-210](#))

Common Area Responsibility

The general rule in Maryland is that the landlord has a responsibility "to use reasonable diligence and ordinary care to keep the portion (of the premises) retained under his control in reasonably safe condition." Scott v. Watson, 278 Md. 160, 165 (1976). This rule applies to defects in the common areas and to criminal acts committed in the common areas under landlord's control.

In Scott v. Watson, the plaintiff's father was murdered in the underground parking garage of the apartment building where he was a tenant. The court stated that the landlord has a duty to "exercise reasonable care for the tenant's safety." Id. at 167. What is reasonable care depends on the circumstances, such as the landlord's knowledge of the extent of criminal activity on the premises. The court said that "if the landlord knows, or should know, of criminal activity against persons or property in the common areas, he then has a duty to take reasonable measures, in view of the existing circumstances, to eliminate the conditions contributing to the criminal activity." Id. at 169. The landlord would be held responsible if his negligent failure to take certain steps to protect the tenant's

security "enhanced the likelihood of the particular criminal activity which occurred." Id.

Smoke Detectors and Sprinkler Systems

Smoke Detectors

General Requirements

Each sleeping area in a residential occupancy (includes all buildings designed to provide sleeping accommodations, such as 1 and 2-family dwellings, apartment buildings, hotels, motels, dormitories, rooming houses, etc.) must be provided with at least one approved smoke detector installed in a manner and location approved by the Maryland Fire Prevention Commission. The detector must provide an alarm suitable to warn the occupants.

Placement

For all new dwelling units for which a building construction permit is issued on or after January 1, 1989, and which have alternating current (AC) service, there must be at least one smoke detector on each level including the basement level, but excluding the attic. If two or more smoke detectors are required in the dwelling unit because of this provision, they must be of the type and installed in a way that activation of one causes activation of all of the other required detectors in the unit.

Battery and electric power

In all new dwelling units for which a building permit is issued on or after July 1, 1990 and which contain alternating current electrical service, all smoke detectors must be of the kind that operate both by battery and on an alternating current primary source of power.

Installation and Maintenance

In a 1, 2, or 3-family dwelling built before July 1, 1975, the occupant of each unit must equip the unit with at least one approved battery or AC primary electric power smoke detector. The occupant must also maintain the detector in good working order.

In all other rental occupancies, the landlord is responsible for installing the smoke detector and, upon notice in person or upon written notice by certified mail from the tenant, the landlord is responsible for repair or replacement of the detector. If tenant personally notifies landlord of a mechanical failure, landlord must give tenant a written receipt acknowledging the notification.

Tenant may not remove a smoke detector or make it inoperative.

Landlord may require a refundable deposit for the detector, not exceeding the value of the detector. This provision does not apply to hotels or motels.

Accommodation for hearing-impaired occupants

Where a deaf or hearing-impaired occupant has made a written request to the landlord, the landlord must provide a smoke detector which can emit a light

signal that is approved by a nationally recognized testing laboratory for electrical appliances, and is sufficient to warn the deaf or hearing-impaired person.

All hotels and motels must have at least one special smoke detector for the deaf or hearing-impaired for each 50 units or less. The proprietor may require a refundable deposit for a portable smoke detector which is not more than the value of the detector.

The proprietor of the hotel or motel must post a conspicuous sign at the registration desk or counter, stating that smoke detectors for the hearing-impaired are available.

Enforcement provision for dwellings built before July 1, 1975

Whenever a fire official investigates a fire in a 1, 2, or 3-family residential dwelling built before July 1, 1975 and finds that the required smoke detectors have not been installed, he will issue an order requiring the occupant to install detectors. Failure to comply with this order within 15 days of re-occupancy of the dwelling is punishable only by a fine not to exceed \$50.00.

State approval for sale and installation

The sale and installation of smoke detection systems, including specialized detectors for the deaf and hearing-impaired, must be in accordance with the Maryland Fire Prevention Code and regulations. Every manufacturer commercially selling or offering for sale smoke detection systems in Maryland must get approval for each model from the State Fire Marshal.

Smoke detection systems may be used only for detection and signaling in the event of fire.

Sprinkler systems

Where approved by the Fire Prevention Commission, an approved automatic sprinkler system may be installed in place of a smoke detection system.

Penalties

A person who knowingly violates this law or any regulation promulgated by the State Fire Prevention Commission will be fined not more than \$1,000 or imprisoned for not more than 10 days, or both. Each day that a violation continues after knowledge or official notice that it is a violation, is a separate offense.

[\(Maryland Code, Public Safety Article §9-102\)](#)

Sprinkler Systems

Jurisdictions not issuing building permits

In every jurisdiction where building permits are not issued, an approved, automatic sprinkler system must be installed in every multi-family residential dwelling, hotel, lodging or rooming house, or dormitory, on which construction began after July 1, 1990, and in every townhouse on which construction began after July 1, 1992. However, this provision does not apply to dwelling units which

are not served by a public water supply system.
([Maryland Code, Public Safety Article §9-106](#))

Jurisdictions issuing building permits

In jurisdictions where building permits are issued, an approved automatic sprinkler system must be installed in accordance with prescribed standards in each newly constructed dormitory, hotel, lodging or rooming house, and multi-family dwelling, for which the initial building permit was issued after July 1, 1990, and in each newly constructed townhouse for which the initial building permit was issued after July 1, 1992. This provision does not apply to dwelling units which are not served by a public water supply system.

([Maryland Code, Public Safety Article §9-103](#))

Exceptions

The State Fire Marshal or the appropriate local authority may grant certain exceptions, including exceptions from state or local fire and building codes, if there is clear evidence that the exception will not adversely affect the fire safety of the building or its occupants. However, no exception may be granted to a smoke detector requirement.

([Maryland Code, Public Safety Article §9-205](#))

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([Maryland Code, Public Safety Article §9-109](#))