

Maryland Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Maryland Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}, {PropertyManagerPhone}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per Md. Code, RP § 8-205, Landlord shall give Tenant a receipt if Tenant makes payment in cash or money order or requests a receipt. Per Md. Code, RP § 8-208.3, Landlord shall maintain a records system showing the dates and amounts of rent paid to Landlord by Tenant showing also the fact that a receipt of some form was given to Tenant for each cash payment of rent.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee} **[Note: Per Md. Code, RP § 8-208, the late charge may not exceed 5% of the monthly rental amount]**. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.** Security deposits in Maryland are governed by Md. Code, RP § 8-203.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant [**Note: Per Md. Code, RP § 8-203, the security deposit may not exceed two months' rent**]. The term "security deposit" means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.
 - B. **Receipt.** Included with this Agreement, Landlord shall provide Tenant with a receipt for the security deposit as specified in Md. Code, RP § 8-203.1.
 - C. **Separate Account For Security Deposit.** Within **30 days** of receipt from Tenant, Landlord shall place the security deposit in a federally insured financial institution in Maryland, with the account bearing interest and devoted exclusively to security deposits.
 - D. **Allowable Charges.** The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Agreement, or for damage by Tenant or Tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances, and furnishings owned by Landlord.
 - E. **Tenant's Right To Be Present During Inspection.** Per Md. Code, RP § 8-203(f), Tenant has the right to be present when Landlord inspects the Premises for any damage, if Tenant provides written notice including Tenant's intention to move, date of moving, and Tenant's forwarding address. Tenant's written notice must be sent by certified mail at least **15 days** prior to moving. Upon receipt of the notice, Landlord shall notify Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in Tenant's notice. Failure by Landlord to comply with this requirement forfeits the right of Landlord to withhold any part of the security deposit for damages.
 - F. **Return Of Security Deposit.** If any portion of the security deposit is withheld, Landlord shall present by first class mail directed to the last known address of Tenant, within **45 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, an itemized written list of the damages claimed under subsection (D) above together with a statement of the cost actually incurred. Charges must be substantiated upon written request by Tenant. If Landlord fails to comply with this requirement, Landlord

forfeits the right to withhold any part of the security deposit for damages.

G. Interest.

- i. Rate. Per Md. Code, RP § 8-203(e), within **45 days** after the end of the tenancy, Landlord shall return the security deposit to Tenant together with simple interest which has accrued at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.
- ii. Payment. Except as provided herein, interest shall accrue at monthly intervals from the day Tenant gives Landlord the security deposit. Interest is not compounded. No interest is due or payable unless Landlord has held the security deposit for at least six months or for any period less than a full month. Interest shall be payable only on security deposits of \$50 or more. If Landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, Tenant has an action of up to threefold of the withheld amount, plus reasonable attorneys' fees.
- iii. Calculator. See [Md. Dept. of Housing](#)

for a customized calculator that calculates the interest due on a security deposit.

9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. UTILITIES.

- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

- B. **Tenant's Right to Deduct Utilities from Rent Payments.** Per Md. Code, RP § 8-212.3, Tenant may deduct from rent due to Landlord the amount of payments made to a utility service provider for utility service if:

- i. this Agreement requires Landlord to pay the utility bill; and
- ii. a. Tenant pays all or part of the utility bill, including

payments made on a new utility service account; or

- b. Tenant pays any security deposit required to obtain a new utility service account.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Tenant's Notice.** At least **one month** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.**
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall be liable to Landlord for the actual damages caused by the holding over, per Md. Code, RP § 8-402. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant at least **one month** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Landlord shall deliver the 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. Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, and the rent payable under this Agreement shall abate until

possession is delivered. Tenant, on written notice to Landlord before possession is delivered, may terminate this Agreement. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** If any condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this paragraph. Landlord will deliver the 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. Per Md. Code, RP § 8-211(e), Landlord shall repair and eliminate conditions and defects which constitute (or if not promptly corrected will constitute) a fire hazard or a serious and substantial threat to the life, health, or safety of occupants, including, but not limited to:

- i. lack of heat, light, electricity, or hot or cold running water, except where the tenant is responsible for the payment of the utilities and the lack thereof is the direct result of the tenant's failure to pay the charges;
- ii. lack of adequate sewage disposal facilities;
- iii. infestation of rodents in two or more dwelling units;
- iv. the existence of any structural defect which presents a serious and substantial threat to the physical safety of the occupants; and
- v. the existence of any condition which presents a health or fire hazard to the dwelling unit.

B. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;

- v. dispose promptly of all rubbish, garbage, and other waste; and
 - vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
20. **REPAIRS AND ALTERATIONS.**
- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
 - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.**
- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are

adopted;

- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Notwithstanding the foregoing, Landlord may enter the Premises for the following purposes:

A. to inspect the Premises and determine Tenant's compliance with the

- terms of the Agreement;
- B. to show the Premises to a prospective tenant, purchaser, or lender;
- C. to estimate repair costs;
- D. to prevent waste;
- E. to prevent excessive noise or disturbances; or
- F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises and shall enter the Premises only during normal business hours, unless Landlord and Tenant agree otherwise.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.**
- A. **Tenant.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord, which may not be unreasonably withheld. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
 - B. **Landlord.** Per Md. Code, RP § 8-207, if Tenant wrongly fails or refuses to take possession of or vacates the Premises before the end of the Agreement Term, Landlord may sublet the Premises without prior notice to Tenant. Tenant shall be secondarily liable for rent for the Agreement Term and for consequential damages resulting from Tenant's breach, if Landlord gives Tenant prompt notice of any default by the sublessee.
28. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application; or

iii. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. Landlord materially fails to comply with Landlord's maintenance responsibilities or material provisions of this Agreement;
- ii. the Premises becomes untenable by reason of fire or unavoidable accident, per Md. Code, RP § 8-112;
- iii. Tenant is on active duty with the United States military and receives a change of assignment, per Md. Code, RP § 8-212.1;
- iv. Tenant has a written certification from a physician requiring termination of lease, per Md. Code, RP § 8-212.2;
- v. Landlord fails to comply with the applicable risk reduction standard, per Md. Code, RP § 8-215;
- vi. Tenant is a victim of domestic violence or sexual assault, per Md. Code, RP § 8-5A-02; or
- vii. as otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. If the Premises is located in Montgomery County, upon reasonable notice to Landlord, Tenant may inspect the rental housing license at the address below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party

personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

- A. To Tenant: the Premises, or at Tenant's last known address
- B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}, {PropertyManagerPhone}

- 34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
- 35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees and court costs.
- 36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
- 37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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