



9466 Georgia Avenue, #100
Silver Spring, MD 20910
Phone: (410) 205-9035

info@moonstoneprop.com - www.moonstoneprop.com

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement and all attached Addendums (the "Lease"), is entered into on 12 / 17 / 2025, by and between **Cobalt Properties LLC** (the "Landlord") and **Peter Daniel Green, Jr. and Jessica Anne Morsell** (individually or collectively, the "Tenant").

1. **LEASED PROPERTY ADDRESS.** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord for use as a single family residence, the property located at: **3703 2nd St, Baltimore, MD 21225** (the "Property"). Tenant(s) has inspected the Property as described above and is accepting the Property in "AS IS" condition. NO further modifications or improvements to the Property will be made by the Landlord unless otherwise specified in this Lease.

2. **LEASE TERM/RENEWAL.** The initial Term of this Lease is **One (1) Year and Twelve (12) Days, to commence on December 20, 2025 and to end on December 31, 2026**. This Lease shall continue in force from Month to Month after the expiration of the initial term. Either party may terminate this Lease at the end of the initial term, or any renewal term, by giving written notice to the other party at least sixty (60) days prior to the end of the initial or renewal term. NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.

INITIALS:

Tenant  Co-Tenant 

3. **RENT.** Tenant agrees to pay as rent for the Property, **One Thousand, Three Hundred, Seventy-Five (\$1,375.00) Dollars** per month, to be mailed* to Landlord's Agent ("Agent"), **Moonstone Property Solutions, LLC; 9466 Georgia Avenue, #100, Silver Spring, MD 20910**, without demand, in advance on the 1st day of each month, or to such other mailing address that Landlord/Agent provides in writing to Tenant. Landlord/Agent, in their sole discretion, may offer additional methods for Tenant to pay Rent, which may include processing costs to cover bank/credit card surcharges. Landlord/Agent may also charge Tenant a fee to pickup rent payments in person.

**At the present time, Landlord/Agent offers tenants the ability to pay same-day rent online with a nominal fee (currently \$1.99) directly from Tenant's bank account at www.moonstoneprop.com. Credit and debit card options are also available for a processing fee which is currently 3%.*

INITIALS: Tenant  Co-Tenant  Landlord 

4. **POSSESSION/MOVE-IN DATE/PRO-RATED RENT.** Tenant will take possession of the Property and/or move-in to the Property on **December 20, 2025**. Tenant's pro-rated rent for the twelve (12) days of the first month is **\$532.26**.

5. **LATE FEES/OTHER CHARGES/ADDITIONAL RENT.** Rent is due in advance of the 1st day of each month. If rent payments are not received by the 15th calendar day of each month, Tenant will be assessed a late fee equal to 5% of any delinquent rent due, up to but not to exceed 5% of one month's rental, as additional rent. If a check or deposit is dishonored, an insufficient funds charge of \$35.00 will be assessed to Tenant as additional rent. If at any time during the term of the Lease, Tenant is delinquent on any amount of rent or additional rent, Landlord/Agent in their sole discretion may initiate eviction proceedings and Tenant shall be responsible for all associated legal/court costs as additional rent. Landlord/Agent shall have the same remedies for the collection of such additional rent as Landlord/Agent has for the non-payment of rent. Unless prohibited by law, additional rent shall also include any unpaid utility charges, maintenance bills, fines levied by a municipality or homeowner's association, or any other charges that are Tenant's responsibility under this Lease but have been paid by Owner on Tenant's behalf, plus the 10% administrative fee on all such payments.

6. **SECURITY DEPOSIT.** Tenant has (previously) deposited with Landlord the sum of **\$1,375.00** "Security Deposit" receipt of which is hereby acknowledged which sum does not exceed one (1) month's rent. The Security Deposit is to be held as collateral security and maybe applied to any rent, additional rent, unpaid utility bill, unpaid maintenance bill, or any other obligation to Landlord that may remain due and owing at the expiration or termination of this Lease. In addition, Landlord may apply the Security Deposit to any damage caused by the Tenant or Tenant's family, guests, agents, employees, invitees, pets, that is in excess of ordinary wear and tear, along with any expenses incurred by Landlord for the removal, storage or disposal of any articles of personal property abandoned by Tenant. **TENANT'S RIGHTS:** The Landlord shall return the Security Deposit, plus the applicable statutory interest, less any amounts withheld, within 45 days after the tenancy ends. If any of the Security Deposit has been withheld, Landlord shall provide Tenant with a written list of any damages along with a statement of the costs of repair, mailed by first-class mail to the Tenant's last known address. The Tenant has the right to be present when Landlord inspects the Property, if Tenant notifies Landlord by certified mail, at least 15 days prior to moving, of Tenant's intention to move, the date of moving, and Tenant's new address. Landlord must notify Tenant by certified mail of the time and date of the inspection which shall be held within five days before or five days after Tenant's move-out date. If Tenant fails to notify Landlord as specified herein, Tenant hereby waives the right to be present at the move-out inspection, but not Tenant's other rights to the return of any unapplied portion of the Security Deposit.

INITIALS: Tenant  Co-Tenant  Landlord 

7. **UTILITIES.** Landlord/Agent and Tenant agree that the utilities to the leased Property are to be paid as follows:

- a. **WATER.** Unless otherwise specified in this Lease, Tenant is responsible for paying 100% of the water bills directly to the appropriate Water Authority: Dept. of Public Works (DPW). Landlord/Agent will arrange for tenant to be billed for water at the Property address, or will otherwise provide Tenant with a copy of the most recent water bill. In the first month of tenancy, Tenant shall pay a pro-rated amount of the prior month's bill which may be billed as additional rent. If Tenant is over 30 days delinquent on any Water Bill balance, Tenant shall be considered in breach of the Lease, and Landlord/Agent shall have the right to give Tenant 30 days notice to vacate the leased Property. In the alternative and in Landlord/Agent's sole discretion, Landlord/Agent has the option to pay the delinquent Water Bill and add the amount of the Water Bill, plus a 10% administrative fee, to Tenant's registry as additional rent. Landlord/Agent shall have the same remedies for the collection of such additional rent as Landlord/Agent has for the non-payment of rent.
- b. **GAS AND ELECTRIC.** Unless otherwise specified in this Lease, Tenant is responsible for 100% of the Gas bills and 100% of the Electric bills. The Gas bill and Electric bill must immediately be transferred to Tenant's account by Tenant prior to Move-in Date. Any bill for usage of Gas/Electric utilities by Tenant under Landlord's account shall be added to Tenant's registry, along with a 10% administrative fee, as additional rent. Landlord/Agent shall have the same remedies for the collection of such additional rent as Landlord/Agent has for the non-payment of rent.
- c. If any utilities that the Tenant is responsible for are terminated due to non-payment or delinquency, this is considered a breach of the Lease, and the Landlord/Agent has the right to give Tenant 30 days notice to vacate the leased Property unless the service is restored within those 30 days.
- d. All utility payments added to Tenant's registry for collection by Landlord/Agent due to non-payment by Tenant are subject to a 10% administrative fee payable by Tenant and are considered additional rent. Landlord/Agent shall have the same remedies for the collection of such additional rent as Landlord/Agent has for the non-payment of rent.

INITIALS: Tenant  Co-Tenant  Landlord 

- e. Any and all other utilities shall be the sole responsibility of Tenant unless otherwise specified in this Lease. Tenant is responsible for the installation and payments of any other utilities including, but not limited to Telephone, Broadband, Cable or Satellite TV. Any such installation must be approved by the Landlord/Agent. Any damages caused by any installers shall be the responsibility of the Tenant and the Property must be repaired to its original condition at Tenant's expense.

8. **ORDER IN WHICH TENANT PAYMENTS ARE APPLIED:** Landlord/Agent applies Tenant payments received in the following order:

- a. Late Rent Fees;
- b. Past Rent DUE;
- c. Current Rent DUE;
- d. Insufficient Funds fees and Legal/Court fees paid by Landlord/Agent for rental enforcement; and
- e. Unpaid utility bills, maintenance bills, and any fines assessed by Municipalities and/or Community Associations in the order that the charges have been added to Tenant Registry as additional rent, to the extent permitted by law.

9. **HOUSEHOLD MEMBERS AND UNAUTHORIZED OCCUPANCY:** Tenant agrees that the leased Property shall be occupied solely by the following household members:

Name	Date of Birth
<u>Peter Green Jr</u>	<u>10-01-1984</u>
<u>Jessica Morsell</u>	<u>4/15/84</u>
<u>Hannah Green</u>	<u>6/2/17</u>
<u>Petey Green</u>	<u>3/11/19</u>
<u>Bex Green</u>	<u>5/11/22</u>
<u>Chloe Green</u>	<u>9/14/24</u>

Any other people not herein named may not live in the unit without the written permission of Landlord/Agent. Additional people not herein named living in the unit without written permission will be considered a violation of the lease and permit Landlord/Agent at its option to terminate this tenancy upon 30 days written notice to Tenant. Upon such termination(s), all Leasehold rights of Tenant under this agreement shall be forfeited and Tenant shall surrender

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possession. If Tenant is receiving Section 8 or Housing Choice Voucher benefits and houses an unauthorized tenant, Landlord/Agent will file for eviction and will inform Tenant's service representative of unauthorized occupancy and move to have Tenant's Section 8/Housing Choice Voucher benefits revoked.

10. TENANT'S OBLIGATIONS.

- a. Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private family residence. Tenant and Tenant's invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb other Tenants or neighbors' peaceful enjoyment of the premises, and will not use or permit the Property be used in a noisy, dangerous or offensive manner. Tenant will comply with the terms of any local noise ordinances which may apply. Receipt of two (2) notices of violation of such ordinances shall constitute grounds for termination of this Lease.
- b. Tenant will always keep and maintain the interior and exterior of the Property in a clean and sanitary condition, and promptly remove snow, ice, and leaves from all walkways and driveways. If this rental is a single family home, Tenant is responsible for lawn/yard maintenance, and such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition.
- c. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only. Tenant shall furnish/clean the HVAC system filters at least every 3 months, and purchase electric light bulbs and fuses as needed.
- d. Tenant is responsible for keeping any appliances in the Property clean and in working order. Should an appliance stop working, Tenant will immediately notify Landlord/Agent.
- e. Tenant shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or its fixtures, mechanical systems or furnishings or deliberately or negligently permit any person to do so. Tenant shall not put any holes in walls for picture hanging or any other reason. Tenant shall not remove any tree, shrubbery, vine or other plant from the Property.

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- f. Tenant will comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property.
- g. Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes. Tenant further agrees that the Property must be kept drug-free, and that no drugs or illegal substances will be used, manufactured, sold, or distributed within, on or from the Property. Any violation of this drug-free policy shall entitle Landlord to immediately terminate the Lease subject to applicable laws.
- h. Tenant shall not store personal possessions in any common area of the Property without written permission of Landlord/Agent.

11. **TENANT'S RESTRICTIONS CONCERNING PETS.** Tenant agrees not to have any pets or animals in or on the leased Property AT ANY TIME and shall be considered a breach of lease. If any animal is spotted or reported on the Property, it is a Landlord/Agent will terminate lease with 30 day written notice and file for eviction immediately. *(If a Pet Addendum is attached to this Lease, this section only applies to pets not included in the Pet Addendum.)*

12. **PEST CONTROL.** Tenant agrees that at the time of move in and after Tenant's pre-inspection of the leased Property, Landlord/Agent has rented Tenant a property that is free and clear of all insects, rodents and pests at time of move in. Tenant agrees to maintain the Property free of pests and any infestation. Tenant shall be responsible for any costs incurred to rid the Property of additional insects, rodents or pests. If at any time, pests, rodents or insects infest the Property, Landlord/Agent may give the Tenant 60 days' notice to vacate the Property and file for eviction.

13. **ACCESS.** Landlord/Agent may enter the dwelling unit with the Tenant's consent, which shall not be unreasonably withheld. Landlord/Agent may also enter the dwelling unit for the following purposes between the hours of 9:00 AM and 9:00 PM on no less than 24 hours' notice:

- a. When necessary to inspect the premises;
- b. to make necessary or agreed upon repairs, alterations or improvements; and
- c. to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers or contractors.

Landlord/Agent may enter the dwelling unit without consent or notice when Landlord/Agent has reasonable belief that there is imminent danger to any person or to Property.

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14. **LOCKS AND LOST KEYS.** Landlord/Agent will NOT be responsible for lost keys or lock-outs. Tenant will receive two (2) sets of keys at time of move in. Landlord/Agent strongly suggest that Tenant should have more copies made at their expense and kept in a safe place. If Tenant is locked out of the Property, he or she must call a licensed locksmith to get back in leased property. Landlord/Agent will NOT reimburse tenant for locksmith charges. If the locksmith damages any locks on the Property, Tenant accepts liability and will have locksmith install new lock. Landlord/Agent must immediately be notified of lock change and given a key to any new locks. If any locks are changed without written permission of Landlord/Agent, Tenant will be given 30 days written notice to vacate the Property. No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord/Agent's prior written consent. All keys will be returned by the Tenant to the Landlord/Agent upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord/Agent, as additional rent, for the cost of changing any locks or replacing any keys) lost or damaged by the Tenant.

15. **REPAIRS AND ALTERATIONS.** Unless caused by the negligence of the Tenant, Landlord/Agent shall be responsible for repairs to the interior and exterior of the premises. It is the responsibility of the Tenant to promptly notify Landlord/Agent of the need for any such repair of which the Tenant becomes aware. Tenant will be responsible for any repairs, replacements, and related services resulting from the negligence or misuse by the Tenant or Tenant's agents, servants, employees, invitees, guests, or family members.

16. **FINES AND VIOLATIONS.** Tenant understands and agrees to be held responsible for any fines or violations that Landlord/Agent receive due to Tenant negligence. These reasons include but are not limited to, unshoveled walkway or driveway, uncut grass or high weeds, trash being put out for pick-up before pick- up day, improper disposal of trash, trash on the Property, improper or illegal activities or conduct, parking and vehicle violations, noise violations etc. If Landlord/Agent pays any fine or violation that is the result of Tenant's negligence, such charge, including a 10% administrative fee, shall be billed to Tenant as additional rent. If at any time the Tenant is unable or unwilling to address maintenance that could result in a fine or violation Landlord/Agent has the right to remedy the situation (i.e. cut lawn, shovel snow, etc.) and bill the Tenant for work performed, including a 10% administrative fee, as additional rent.

17. **FIRE OR ANOTHER CASUALTY.** If the premises shall be destroyed by fire or other casualty or shall be so damaged that the Landlord/Agent decides that repair is not warranted economically, then this Lease shall terminate, and rent for the period in which said premises are not habitable shall not be owed. If the premises shall become partially uninhabitable because of fire or other casualty, then a just, proportionate part of the rent shall be abated until the premises have been restored to their former condition. If the heat or other utilities cease for any cause not within control of Landlord/Agent, the obligation of Tenant under the terms of this Lease shall not be affected thereby, nor shall any claim against the Landlord/Agent accrue to Tenant by reason thereof.

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18. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS.** Tenant acknowledges that Landlord has installed functional smoke detectors and carbon monoxide detectors at the Property in compliance with Maryland law and that said smoke detectors and carbon monoxide detectors are in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke detector / carbon monoxide detector, or otherwise permit any smoke detector to be obstructed or tampered with for any reason. Tenant further agrees to test the smoke detectors and carbon monoxide detectors periodically and to report in writing to Landlord/Agent any malfunction. Tenant assumes sole responsibility to test the smoke detectors and carbon monoxide detectors and shall indemnify and hold Landlord/Agent harmless from any and all liability for injury, death, Property damage, or other loss resulting from any defect or malfunction of such smoke detector / carbon monoxide detector which Tenant shall not have specifically reported in writing to Landlord/Agent as required. If any smoke detector / carbon monoxide detector within the Property becomes damaged by tampering or through negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord/Agent and Landlord/Agent shall promptly cause the smoke detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord/Agent the costs of repair or replacement incurred by Landlord/Agent, or such costs may be billed to Tenant as additional rent.

19. **TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS.** Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

20. **MANDATORY RENTER'S INSURANCE/NO LANDLORD LIABILITY.** Tenant agrees that with respect to those portions of the Property within the exclusive control of the Tenant, Landlord/Agent shall not be responsible for any loss or damage to any goods or chattels placed on, in or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, guest, or family member of the Tenant. Landlord/Agent shall not be deemed as a bailee as to any goods or chattels placed on, in or about the Property. It is the responsibility of the Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal Property placed on, in or about the Property, and to maintain adequate personal liability insurance. Tenant shall indemnify and hold Landlord/Agent harmless against and from all liability arising from any injury or death, Property damage, or other loss during the Term to person or Property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, guest, or family member of Tenant. Receipt of acquired Renters Insurance must be given to Landlord/Agent within 30 days of move-in.

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21. **NO SUBLEASE/NO ASSIGNMENTS.** Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord/Agent, which consent may be withheld in the Landlord/Agent's sole and absolute discretion. Any assignment or subletting without Landlord/Agent's prior written consent shall be null and void and of no effect.

Landlord/Agent may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of the Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

22. **JOINT AND SEVERAL LIABILITY:** Each Tenant signing this Lease shall be jointly and severally liable to Landlord/Agent for all obligations arising under this Lease.

23. **ATTORNEY'S FEES:** If suit is brought by Landlord/Agent for possession of the leased Property, for the recovery of any rent due under the provision of this agreement, or for any obligation of Tenant arising under this agreement or by law, then Tenant hereby agrees to pay Landlord/Agent all costs in connection therewith, including, but not limited to, reasonable attorney's fees.

24. **PARKING:** Tenant is responsible for obtaining residential parking permits for street parking if required.

25. **LEAD BASED PAINT:** TENANT ACKNOWLEDGES THEY HAVE RECEIVED AND READ: EPA BROCHURE "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MDE - "NOTICE OF TENANT'S RIGHTS, LEAD POISONING PREVENTION" CURRENT AND VERIFIED INSPECTION REPORT APPLICABLE TO THE PROPERTY AS ISSUED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT. (NOTE: LEAD INFORMATION IS AVAILABLE FOR DOWNLOAD IN THE TENANT PORTAL.)

26. **ALL CONDITIONS OF LEASE AGREEMENT.** The conditions of the Lease are separate, the validity of each not being dependent upon the other. This Lease constitutes the entire agreement between the parties. The breach of any condition of this Lease is to be considered substantial. This Lease may be executed in counterparts and may be transmitted via facsimile or electronically. Each complete copy of the Lease shall be considered an original for all purposes. This Lease shall be construed according to the Laws of the State of Maryland.

27. **DELIVERY OF NOTICES:**

- a. All notices required to be given by Landlord/Agent to Tenant, with the exception of the notice of withholding of the security deposit, shall be sufficiently given by leaving the same at the Property or by emailing to Tenant's email address. Tenant explicitly agrees that a Notice of Intent to File a Complaint for Summary Ejectment

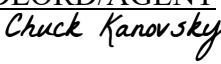
INITIALS: Tenant  Co-Tenant  Landlord 

(Failure to Pay Rent) may be delivered electronically via E-mail message or Text Message or through the Electronic tenant portal.

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- b. If applicable, the notice of the withholding by Landlord/Agent of any portion of the security deposit shall be mailed by Landlord/Agent to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this lease. In the event there are two or more Tenants named herein, service of any notice by Landlord/Agent on any one of the Tenants named herein shall be construed, and Tenants hereby agree that such service of notice shall be construed, as effective service of notice to all Tenants residing on the premises and named on the Lease.
- c. All notices required to be given by Tenant to Landlord/Agent shall be given by mailing the same to Landlord's Agent, **Moonstone Property Solutions, LLC, 9466 Georgia Avenue, #100, Silver Spring, MD 20910**. Landlord/Agent may accept notice from Tenant via electronic mail delivery only if such notice is confirmed via email by Landlord/Agent.
- d. Notices that must be sent via certified mail under this Lease or under applicable law, must still be sent via certified mail. Nothing in this section shall constitute a waiver of any such certified mailing requirements.

LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE ALONG WITH ANY ADDENDUMS REFERENCED AND ATTACHED.

LANDLORD/AGENT
By: 
Moonstone Property Solutions on

Date: 12 / 17 / 2025

TENANT
By: 
Peter Daniel Green, Jr.

Date: 12 / 17 / 2025

By: 
Jessica Anne Morsell

Date: 12 / 17 / 2025

INITIALS: Tenant  Co-Tenant  Landlord 

Bedbug Addendum

LEASED PROPERTY ADDRESS: **3703 2nd St, Baltimore, MD 21225**

Tenant acknowledges that the Owner/Agent has inspected the unit and is aware of no bedbug infestation.

Initial:  
Tenant Co-Tenant

Tenant claims that all furnishings and personal property that will be moved into the premises are free of bedbugs.

Initial:  
Tenant Co-Tenant

Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your residence. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Tenant shall report any problems immediately to Landlord/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units/residences.
3. Tenant shall cooperate with pest control efforts. If your unit/residence or neighbor's unit/residence is infested, a pest management professional may be called to eradicate the problem. Your unit/residence must be properly prepared for treatment. Tenant must comply with recommendations and requests from pest control specialists prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, nightstands and closets. Remove all items from floor, bag all clothing, shoes, boxes, toys, etc.
 - Bag and seal washable and non-washable items separately. Used bags must be disposed of properly.

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- Vacuum all floors, including inside closets. Vacuum all furniture, including inside drawers and nightstands.
 - Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discard of properly.
 - Wash all machine-washable bedding, drapes and clothing, etc. on the hottest water temperature and dry on highest heat setting. Take other items to the dry cleaner making sure to inform them that items are infested with bedbugs. Discard items that cannot be decontaminated.
 - Move furniture toward the center of the rooms so technicians can easily access carpet edges where bedbugs congregate. As well as walls and furniture surfaces. Be sure to leave access to closets.
4. Tenant agrees to indemnify and hold the Landlord/Agent harmless from all actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord/Agent may incur because of the negligence of the Tenant(s) or any guest(s) occupying or using the premises.
 5. It is acknowledged that the Landlord/Agent shall not be liable for any loss of personal property to the Tenant because of bedbug infestation. Tenant agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant agrees and acknowledges having read and understood this addendum.

Tenant Signature(s):



Date: 12 / 17 / 2025



Date: 12 / 17 / 2025

INITIALS: Tenant  Co-Tenant  Landlord 



Mold Remediation Addendum

LEASED PROPERTY ADDRESS: **3703 2nd St, Baltimore, MD 21225**

Notwithstanding anything contained in the Lease to the contrary, Tenant agrees to use Tenant's best efforts to prevent any conditions in the unit, such as excessive moisture, that could create an environment conducive to mold growth. Tenant is advised that prior to renting this unit a representative of the Landlord/Agent inspected the unit for evidence of mold and certified that mold growth was not present in the apartment at the time Tenant took possession (occupancy) of the unit. In the event such develops, Tenant agrees to remedy such conditions. Landlord is not responsible for the consequences of any Tenant conduct that leads to or exacerbates mold growth. Tenant shall indemnify and hold Landlord harmless from any such conduct of Tenant. Tenant further agrees to promptly report to the Landlord any actual or potential mold problem, regardless of what may have caused the problem. Failure to make a prompt written report of any such potential mold problem constitutes a breach of lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

Tenant further agrees that, in the event Landlord provides notice to Tenant of Landlord's intention to remediate mold in Tenant's unit, Tenant will provide immediate access to Tenant's Unit to permit Landlord to remediate the problem. In the event Landlord determines, in its sole discretion, that Tenant should vacate the Unit during remediation, Tenant will vacate at the Landlord's expense to another reasonable and comparable unit owned or operated by Landlord or its affiliate for the period of time necessary to complete remediation. The relocation will not be deemed a suspension of the lease and all provisions will be enforced including the payment of rent. In the event no other unit is available, Landlord, at its sole discretion may terminate the lease without penalty and without any financial obligation beyond the date of such termination. Tenant's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts by Tenant or Tenant's guests, shall constitute for a breach of the Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, relating to or occurring or arising from or out of exposure to the presence of mold. Landlord may terminate the lease and/or evict Tenant upon Tenant's breach of Lease or by any other remedy available to Landlord under the terms of the Lease for a breach thereof or at law and equity. If a Tenant has made a good-faith written report to the Landlord of the actual mold problem in the Unit and within five days after such report Landlord has not taken any action to inspect or remediate mold in the Unit, or has not provided Tenant with a remediation plan for the Unit, then the Tenant may take the necessary action under the law and equity for breach of lease, Nothing herein shall release Tenant from any obligation or claims relate to delinquent and/or past due rent and other fees or charges obligated under the Lease.

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Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged and the provision of the Lease shall be applicable to the fullest extent not inconsistent with the Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

By signing below, the undersigned Tenant agrees and acknowledges having read and understood this addendum.

Tenant Signature(s):



Date: 12 / 17 / 2025



Date: 12 / 17 / 2025

INITIALS: Tenant  Co-Tenant  Landlord 



Unfinished Basements Lease Addendum

LEASED PROPERTY ADDRESS: **3703 2nd St, Baltimore, MD 21225**

Unfinished basements are not for the use of storage, bedroom(s) or normal living space, hereafter referred to as "Unallowable Uses"

Waiver: Tenant agrees to hold Landlord/Agent, included but not limited to, its employees, sub-contractors or any affiliates, hereafter referred to as "Parties", harmless in the event any personal property is damaged due to Unallowable Uses. In addition, Tenant holds all Parties harmless and releases all liability for damages, personal property loss, injuries, illness or death happening in or about the property address and its premises that may occur to Tenant, Tenant's children, Tenant's family or Tenant's Guests due to exposure to mold or related contaminants.

By signing below, the undersigned Tenant agrees and acknowledges having read and understood this addendum.

Tenant Signature(s):

_____ 

Date: 12 / 17 / 2025

_____ 

Date: 12 / 17 / 2025

INITIALS: Tenant  Co-Tenant  Landlord 

MARYLAND TENANTS' BILL OF RIGHTS

(Effective October 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it annually. The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed at the end of this document. The Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs drafted this document, not your landlord.

Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research through Maryland Court Help Centers and The Peoples' Law Library of Maryland
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland unless specifically noted otherwise.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this Bill of Rights.

1. RENTAL APPLICATIONS

Application fees:

- Landlords who rent five or more units can only keep a maximum of \$25 for an application fee, unless their actual application related costs (such as credit checks) are more than \$25.
- If a landlord charges more than \$25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application-related costs.
- The refund must be made within 15 days of one of the following:

- The tenant moved into the unit, or
- The landlord or the applicant gives written notice that the applicant will not rent the unit.

Application expenses:

- Applicants may ask the Landlord for a list of the application expenses.
- The list must include monetary amounts and descriptions of each expense.

Tenant screening report:

- Some landlords may choose to accept a tenant screening report that was:
 - Prepared by a consumer reporting agency within the 30 days before application is submitted,
 - Prepared by a consumer reporting agency, and
 - Obtained and paid for by the tenant.
- If a landlord accepts such a report, they may not charge you an application fee.

Pet policy:

- Landlords must include a written copy or a summary of their pet policy in their rental application form.
- The pet policy must include:
 - Any breed or weight restrictions.
 - Any limit on the number of pets allowed.
 - Any required fees, including:
 - Up front non-refundable pet fees,
 - Refundable pet deposits, and
 - Monthly pet fees.
 - Any vaccination requirements.
 - Any liability insurance requirements.
 - Any additional requirements

Assistance Animals:

- Assistance animals are not pets and are always allowed, regardless of your landlord's pet policy. An assistance animal is an animal that:
 - works, provides assistance, or performs tasks for the benefit of a person with a disability, or
 - provides emotional support that reduces one or more identified effects of a person's disability,
- If you have an assistance animal, your landlord can't charge an additional application fee or additional security deposit for your assistance animal. Your landlord can charge you repair fees if your assistance animal causes damage to your unit or common areas.
- Landlords may ask for information that allows them to evaluate a request for an assistance animal if:
 - Your disability is not obvious, and/or
 - Your need for an assistance animal is not obvious.

(Real Property Article of the Maryland Code, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604)

2. LEASES & TENANCIES

Written lease requirements:

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.
- If your landlord gives you a written lease, it must include:
 - A statement of the condition of the property
 - An explanation of who is required to pay for heat, gas, electricity, water utilities and make repairs of the premises
 - A receipt for your security deposit
 - A copy of the most recent version of the Maryland Tenants' Bill of Rights
 - Contact information for the landlord or the agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

A lease may not include:

- Anything that requires you to allow the landlord to "confess judgment" (agree in advance to let the landlord win a claim) on a claim arising out of the lease.
- Anything that says you give up your legal rights under the law or your right to a jury trial.
- Any provision that shortens any notice period required by law.
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law.

An automatic renewal term in a lease must:

- Be separate from other parts of the lease.
- Be signed or acknowledged separately by you.

Ending tenancy:

- For the landlord to end your tenancy:
 - For a written lease with a stated term, the landlord must give you at least 60 days written notice before terminating the tenancy.
 - For month-to-month periodic tenancies, the landlord must give you at least 60 days written notice before terminating the tenancy.
 - For year-to-year periodic tenancies, the landlord must give at least 90 days written notice before the tenancy ends.
- For you to end your tenancy:
 - For leases with a stated term, month-to-month tenancies, and all other tenancies except year-to-year tenancy, you must give at least 30 days written notice before terminating the tenancy, unless the lease requires more time.
 - For year-to-year tenancies you must give at least 90 days written notice before terminating the tenancy. (This requirement does not apply in Baltimore City where tenants are only required to provide 30 days notice to end all tenancies.)

Ending your lease early due to abuse:

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
 - A copy of a final protective order or peace order issued by the courts, or
 - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
 - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.

- If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.
- If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

If the lease ends and no one gives notice:

- If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease.
- Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-5A-01, 8-5A-02, 8-5A-03, 8-208, 8-210, and 8-402; Baltimore City Public Local Law Section 9-16)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee, but it cannot be more than 5% of the late rent amount. You cannot be charged a late fee on partial rent payments paid on time.
- Your landlord must give you a receipt for your rent payment if you pay rent in cash or if you ask for a receipt.
- Rent Increases:
 - Your landlord may only increase your rent when your lease is renewed.
 - In most cases, they must tell you in writing 90 days in advance of any rent increase.
 - Some local jurisdictions may limit how much rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
 - Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, 8-208, and 8-209)

4. UTILITIES

Your unit must offer heat, light, electricity, hot and cold water, and proper sewage disposal. However, your landlord is not responsible if these utilities are not available because you have not paid bills that are your responsibility.

If your lease requires you to pay utilities directly to your landlord, your landlord must

- Give you copies of the monthly utility bills or,
- At the beginning of each lease term, give you in writing the total utility costs billed to the landlord for the previous year. Annual costs for water, sewer, gas, and electricity bills for the previous year must be provided separately.

Some landlords in larger buildings use a Ratio Utility Building System (RUBS) where tenants are charged a portion of the building's total utility costs. If your landlord uses RUBS, they must:

- Tell you before you sign your lease that they use RUBS,
- Provide copies of the last two utilities bills, and
- Describe how they calculate your share of the total utility costs.

(Real Property Article of the Maryland Code, Sections 8-208, 8-211, 8-212)

5. SECURITY DEPOSITS

Maximum deposit:

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if your rental application would be denied based on credit or rental history.
- Your security deposit may be up to two months' rent If:
 - You signed your lease before October 1, 2024 or
 - If you qualify for utility assistance from the Department of Human Services and lease agreement requires you to pay utilities directly to the landlord.

What is a security deposit:

- A "security deposit" is any payment you give to the landlord, including pet deposits, to protect the landlord against
 - Unpaid rent
 - Property damage to the unit, common areas, major appliances, and furnishings
 - Damage due to lease violations

Payment rules:

- Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

- The landlord must keep your security deposit in an interest-paying bank account.
- The landlord must give you a written receipt, which must be included with the written lease.
- The landlord must inform you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

Move-out inspection at end of tenancy:

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security damage.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
 - Say that you plan to move,
 - Share your move-out date, and
 - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- They must return the rest of your deposit with interest within 45 days.

Allowed deductions:

Charges a landlord may legally deduct your security deposit include:

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the deposit is not returned on time:

- If the landlord does not return your deposit or give you a written list of charges within 45 days after your lease ends, they may lose the right to keep any of the deposit.
- You may sue the landlord for up to three times the amount the landlord did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

6. CONDITION OF RENTAL UNITS

Every rental property must be "fit for human habitation," meaning that it must be safe and suitable for people to live in. It must be free from serious defects or conditions that could cause a fire or are a serious and substantial threat to your life, health or safety.

Reporting a problem:

- Notify your landlord in writing right away if you find a problem.
- You can also reach out to your local code enforcement agency and request an inspection.
- A citation or violation notice is considered written notice to the landlord.

Mold-specific requirements:

- Landlords must test for a mold within 15 days of receiving written notice of possible mold in your unit.
- If mold is found, the landlord must remove it and fix the cause within 45 days if possible.
- If the mold can't be fixed within 45 days, it must be fixed within a reasonable time frame after the mold is found.
- Landlords must keep you informed during the mold testing and repair process.

Repair and Access:

- Landlords must provide at least 24 hours of advance notice before entering your apartment, except in an emergency.
- You must provide your landlord with access to your property to make repairs.

If problems are not fixed:

If your landlord doesn't fix the problem within a reasonable time after you provide notice, and the problem threatens life, health, or safety you have options:

- File a lawsuit in District Court for damages and a decrease in rent.
- Refuse to pay rent and use the issues as a defense if the landlord sues you for rent.
- File a rent escrow case, which allows you pay rent to the court instead of the landlord until the problems are fixed.

Lead paint:

If lead paint is present in the unit, you may, in certain circumstances, have the right to:

- Receive money from your landlord for a temporary relocation
- Take legal action if your landlord does not assist with safe relocation

Living in your unit:

- You have the right to quiet enjoyment of your rental unit for the duration of your tenancy.

- You have the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, 8-212, 8-215, and 8-220)

7. EVICTIONS

Your landlord may start the eviction process by filing a case in the District Court if you:

- Violate your lease
- Don't pay rent on time
- Don't move out when your lease ends

Court process required:

- Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution).
- Efforts to evict you like changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit are not allowed.

Your rights in court:

- You have the right to attend any court hearing in an eviction case brought against you by a landlord.
- You may qualify for a free attorney through Maryland's Access to Counsel in Evictions program if your income is 50% of the Area Median Income or less. Call 211 or visit legalhelpmd.org to find out if you qualify.
- You can access legal counsel as soon as you receive notice that your landlord is seeking to end the lease or to start the eviction process.

Notice before eviction:

- If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court.
- In a "Failure to Pay Rent" eviction case, rent only includes the base rent. It may not include utility charges, maintenance charges or other penalties.
- A longer notice period may be required if you receive a housing subsidy funded by the state or federal government.
- Other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease may also require more notice.

Eviction requirements and stopping the eviction:

- If the court rules against you, you have seven days to move out or the landlord can ask the court to issue a warrant of restitution to evict you by removing all of your property from the unit.
- In most cases, you can stop the eviction by paying all past-due rent and any court costs the court orders you to pay before the eviction is carried out. This is called the “right of redemption.”
- Redemption may not be an option if:
 - you have had three (four in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case, and
 - your landlord asks the court not to allow you to redeem.
- Your landlord must give you written notice before the initial scheduled eviction. Six days is required under state law. Your local jurisdictions can the number of days required but it must be between four and 14 days of notice before the initial scheduled eviction.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, 8-407, and 8-902)

8. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when your landlord doesn’t fix a major issue that stops your use and enjoyment of your rental unit and you move out instead.

When it applies:

You may not be responsible for the rent if you can prove all of the following:

- Your landlord’s actions or neglect cause the major issue that disrupted your use and enjoyment of your unit.
- You told your landlord about the issue.
- You gave the landlord a reasonable amount of time to fix it before you moved out.
- You moved out within a reasonable time after your landlord failed to fix a major issue.

Before moving out, you should consult with an attorney. If you can prove construction eviction,

- Your lease will be considered ended (terminated).
- You will not be responsible for paying rent after you move out.
- You may be able to sue your landlord for your losses-- including moving costs, rent differences, attorney fees, and other related expenses.

What landlords must do to avoid constructive eviction:

- Landlords must avoid substantial interference with the tenant's enjoyment of their rental property,
- Ensure the rental property is safe and livable.
- Generally respond to tenant complaints promptly to avoid legal and financial consequences.

9. TENANT RIGHT OF FIRST REFUSAL

The “right of first refusal” (a legal term) means you get the first chance to buy the property you rent before the landlord sells it to someone else.

When it applies:

- You are a named tenant on the lease.
- You have lived in a rental property with 1, 2, or 3 units for at least six months.
- Your landlord plans to sell the property or receives an offer to buy it from a third party.

However, this rule does not apply in certain situations, such as when the landlord transfers the property without selling it, including transfers:

- To a family member
- To a business owned by the landlord
- Under court order

Notice process:

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it.

- You have 30 days from the date of the notice to make an offer to buy the property or decline.
- If you make an offer with the same or better terms than those in the notice, your landlord must accept it.
- If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

10. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of:

- Race
- Color
- Religion
- Sex
- Disability
- Marital status
- Familial status
- Sexual orientation
- Gender identity
- National origin
- Source of income
- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

Retaliation:

A landlord may not retaliate, or threaten to retaliate, against you for:

- Making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property.
- Filing or participating in a lawsuit involving the landlord.
- Participating in a tenants' organization.
- Requesting police or emergency services at the property.
- Providing information to the landlord relating to lead paint issues.

Retaliation may include actions such as:

- Filing or threatening to file a lawsuit against you.
- Threatening to notify law enforcement about your immigration status.
- Increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities).
- Failing to make necessary repairs, or terminating your tenancy, among other things.

It is a crime for anyone, including landlords, to attempt to take money, property, labor, services, or anything of value by threatening to notify law enforcement about your immigration status.

Notice requirements before your landlord can enter your unit:

Unless your lease says otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters.

- Your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs
- They can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency.
- You can give your landlord written permission to enter your home with less than 24 hours notice.

Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(42 U.S.C. Sections 3601, et seq.; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-204, 8-208.1, and 8-208.2; Criminal Law Article of the Maryland Code, Section 3-701)

Exceptions to the protections of these laws exist in certain circumstances.

11. RESOURCES

Office of Tenant and Landlord Affairs
Maryland Department of Housing and Community Development

Website: [Office of Tenant and Landlord Affairs](https://dhcd.maryland.gov/Tenant-Landlord-Affairs) (dhcd.maryland.gov/Tenant-Landlord-Affairs)

Phone: 855-511-3423

Email: otla.dhcd@maryland.gov

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords



- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Commission on Civil Rights (MCCR)

Website: mccr.maryland.gov

MCCR investigates housing discrimination complaints.

Maryland Access to Counsel in Evictions (ACE) Program

Contact Information: Call 211 or go to [Legal Help Maryland](http://LegalHelpMaryland.org) (LegalHelpMD.org)

ACE provides free legal representation to income eligible renters at risk of eviction, has lost or is at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers

Contact Information and Hours varies by location:

Website: [District Court Help Centers](http://courts.state.md.us/helpcenter/inperson/dc) (courts.state.md.us/helpcenter/inperson/dc)

If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

The People's Law Library of Maryland

Website: [The People's Law Library of Maryland](http://ThePeople'sLawLibraryofMaryland.org) (peoples-law.org)

The People's Law Library is a legal information and self-help website maintained by a court-related agency of the Maryland Judiciary. It's also supported by Maryland's nonprofit legal service providers, pro bono attorneys, and law schools.

Services provided:

- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.



Lead Poisoning Prevention Program

Notice of Tenants' Rights

Department of the Environment

INTRODUCTION

This *Notice of Tenants' Rights* explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Technical Services and Operations Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your rental dwelling unit or house, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

Please read this material carefully and call the Lead Hotline at 410-537-3825 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)

I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978, WHAT DO I NEED TO KNOW?

In order to be fully compliant with the law, your landlord is required to:

- 1) Give you this *Notice of Tenant Rights*, the EPA brochure "*Protect Your Family from Lead in Your Home*," and a copy of the lead inspection certificate for the rental dwelling unit or house on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
- 2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and pay a \$30.00 per property/unit registration fee.
- 3) Obtain Lead Paint Risk Reduction Inspection Certificate indicating that a passing Full Risk Reduction was performed prior to you moving into the property.

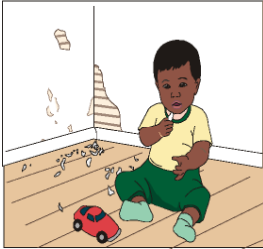


DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?

Yes. The property owner must have the rental dwelling unit or house inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the rental dwelling unit or house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to provide you with a copy of the inspection certificate when you move in.

ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) of 5 µg/dl or more, and an environmental investigation conducted at the home where the child or pregnant woman resides or spends 24 hours or more per week has concluded that there is a defect, including but not limited to chipping, peeling or flaking paint in the interior or the exterior of the rental dwelling unit or house, MDE or the local health department will notify the property owner of the obligation to meet the **Modified Risk Reduction Standard** within 30 days of receiving MDE or the local health department's Notice of Defect.



The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect from the tenant or any other source that there are structural defects and/or chipping, peeling, and flaking paint in the rental dwelling unit or house. Chipping, peeling, or flaking paint in residential rental properties constructed before 1978 are presumed to contain lead-based paint, which can be dangerous to human health.

The property owner will have 30 days to satisfy the Modified Risk Reduction Standard after receipt of a letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or receipt of a Notice of Defect.

HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, OR FLAKING PAINT IN MY HOME?



You must send a notice to the property owner in writing. You may either write a letter regarding structural defects and/or chipping, peeling, or flaking paint or use the "Notice of Defect" form. A sample copy of the form is attached on page 5.

When sending a letter or Notice of Defect regarding structural defects and/or chipping, peeling, or flaking paint to the property owner, it is suggested that you send it by **Certified Mail, Return Receipt Requested** or **Hand Deliver** the letter or Notice of Defect to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.

Once the property owner receives the notice, the Modified Risk Reduction Standard must be satisfied within 30 days.

HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt of a letter regarding structural defects and/or chipping, flaking or peeling paint or a Notice of Defect, the property owner must provide for the temporary relocation of tenants to a lead-free dwelling unit or another dwelling unit that has met the Full Risk Reduction Standard;

OR

Within 30 days after the receipt of a Notice of Defect, the property owner ensures that the

property passes a test for lead-contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractor accredited by MDE to perform lead abatement work.

SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Tenant families, including a child under six or a pregnant woman, may not remain in the rental dwelling unit or house while repairs or lead hazard reduction treatments are being performed. If you are required to leave your rental dwelling unit or house for more than 24 hours while treatments are performed, the property owner must pay for all reasonable expenses directly related to your required relocation to temporary lead-safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the tenant family while work is being done in the rental dwelling unit or house.

You must allow the property owner and/or the property owners accredited lead abatement contractor to enter the rental dwelling unit or house to perform the lead hazard reduction treatments.

The property owner is required to have the rental dwelling unit or house inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?



1. Make a Referral

If you have given your landlord a letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or a Notice of Defect and no repairs have been completed, you can make a referral to the Maryland Department of Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825.



When making a referral, please provide copies of the letter or other written notice regarding structural defects and/or chipping, peeling, or flaking paint or the Notice of Defect along with any verification of property owner receipt you may have.

2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is

not in compliance with Maryland's Reduction of Lead Risk in Housing Law. An escrow account is only established after all facts have been presented to a judge in a court proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney.

3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the lead paint risk reduction inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about the dangerous conditions present in your home, including structural defects and/or the presence of peeling, chipping, or flaking paint. The law protects tenants against eviction, and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and may be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.

If you have any questions about the Maryland Reduction of Lead Risk in Housing Law, visit: www.mde.maryland.gov/lead or call the Lead Hotline at 410-537-3825 or toll-free at 1-800-776-2706, or TTY 1-800- 735-2258.



1800 Washington Boulevard | Baltimore, MD 21230-1718 | www.mde.maryland.gov

410-537-3000 | 800-633-6101 | TTY Users: 800-735-2258

Lawrence Hogan, *Governor* | Boyd Rutherford, *Lt. Governor* | Ben Grumbles, *Secretary*

Revised 6/2020

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land and Materials Administration • Lead Poisoning Prevention Program
1800 Washington Boulevard, • Suite 630 • Baltimore, Maryland 21230-1719
(410) 537-3825 • (800) 633-6101 x3825 •

Notice of Defect/Notice of Elevated Blood Level

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To: _____ From: _____
Name of Property Owner Your Name

Property Owner Address Your Address

City, State, Zip City, State, Zip

Phone _____

Property Subject To This Notice: _____

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

____ A child under the age of six years or a pregnant woman residing at the above address has been diagnosed with a blood lead level of 5 µg/dl or more on; **and/or**

____ The following defects require your attention:

The following areas contain peeling, chipping, or flaking paint that is accessible to a child:

____ Living Room	____ Bathroom	____ Hallway	____ Door Frame
____ Dining Room	____ Front Porch	____ Stairway	____ Windows
____ Kitchen	____ Bedroom	____ Exterior Walls	____ Other _____

The following areas contain structural defects that are causing chipping, peeling, or flaking paint:

____ Living Room	____ Bathroom	____ Hallway	____ Door Frame
____ Dining Room	____ Front Porch	____ Stairway	____ Windows
____ Kitchen	____ Bedroom	____ Exterior Walls	____ Other _____

Other Hazardous Conditions:

PROPERTY OWNER/MANAGER SIGNATURE

I, _____ owner/manager of the above-noted property (circle one)
hereby acknowledge receiving this Notice of Defect/EBL.

Signature _____ Date _____

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410-537-3000 | 800-633-6101 | TTY Users: 800-735-2258
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