

RENTAL AGREEMENT Published by the Property Owners Association of
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DATE: June 28, 2026

PROPERTY: 708 E. 33rd Street, Baltimore, MD 21218 (Rm. # 1)

Tenant: Connor B. Frey

OWNERS: James and Elise Rand

Phone: Jim's cell: 410-733-8058; Elise's cell: 301-467-1772 (text messages to cell no. are also fine);
email: elise4443@gmail.com

IN CONSIDERATION of the Owners, which shall include Owner's agent if any, in Renting the Property to the Tenant, the Tenant and their respective Guarantors hereby understand and agree to the following terms and conditions:

RENT & TERM: The monthly rental amount for the Leased Premises is \$660.00 per month. The rental period commences August 1, 2026 and ends July 31, 2027. The total rent due from Tenant during this lease term is \$7,920.00. Tenant will make the rental payment, payable to Elise Rand, electronically via Zelle (preferred) or Venmo, or a combination of both.

Rental Does Not Include: ☒ Gas ☒ Electric ☒ Heat ☒ Hot Water ☒ Water and Sewer Service Charge

Security Deposit: Tenant agrees to pay Owners a Security Deposit in the amount of \$660.00. Owners acknowledge receiving \$350 toward the Security Deposit from Tenant on June 26-27, 2026. Tenant agrees to pay Owners the remaining security deposit balance of \$310 upon signing this lease. First month's rent in the amount of \$660.00 is due on or before July 20, 2026 prior to commencement of lease on August 1, 2026. Thereafter, the monthly rent plus utilities payment is due to the Owners by the first of the month, and a 5% late fee will be imposed on any payment received after the 5th of the month.

Owners Initials JR JR Tenant Initials CF

AUTOMATIC RENEWAL OF LEASE:

THE TENANCY CREATED UNDER THIS LEASE SHALL CONTINUE FROM YEAR TO YEAR AFTER ITS EXPIRATION SUBJECT TO THE SAME COVENANTS, AGREEMENTS, RULES AND REGULATIONS AS ARE HEREIN SET FORTH, UNLESS OWNER MAILS OR EMAILS THE TENANT, OR TENANT MAILS OR EMAILS THE OWNER WRITTEN NOTICE AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THE EXISTING TERM, OF SAID OWNER'S OR TENANT'S INTENTION NOT TO RENEW THIS LEASE. IF THE OWNER MAILS/EMAILS A NOTICE TO THE TENANT OF ITS INTENTION TO TERMINATE THE EXISTING LEASE TERM, AND IN SAID NOTICE OFFERS THE TENANT A NEW LEASE TERM PURSUANT TO THE TERMS AND CONDITIONS AS STATED IN THIS LETTER, AND IF THE TENANT DOES NOT OTHERWISE NOTIFY THE OWNER WITHIN THIRTY (30) DAYS OF THE MAILING/EMAIL OF THE OWNER'S NOTICE OF THE TENANT'S INTENT NOT TO RENEW THE LEASE, THE TENANT SHALL BE CONSIDERED AS TENANT UNDER THE TERMS AND CONDITIONS SPECIFIED IN THE OWNER'S NOTICE. IF MORE THAN ONE PERSON SHALL BE A TENANT HEREUNDER, NOTICE GIVEN TO ONE OF THEM SHALL BIND ALL.

Tenant Initials CF

WATER, GAS, ELECTRICITY, FUEL OIL, ETC: Owners will collect payment for the following building utilities from the Tenants, and Tenants will include payment for the utilities with their monthly rent payment which is due the first of each month. The utilities Tenants are responsible for are: Electric, Gas, Heat, Hot Water, and Water and Sewer Service for the rowhouse, which are covered in two utility bills for BGE and City water service. Owner will email the Tenants the BGE and City water bills each month. If Tenants fail to pay their utility bills within the designated timeframe, the Tenants' portion of the bill shall be treated as additional rent. Tenants also agree to pay as additional rent any trash and/or garbage collection charges from the City relating to the premises if a situation arises that causes the City to take such an action. However, Owner is not aware of any such additional charges by the City to date.

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MAINTENANCE, REPAIRS, TENANT INSPECTION: Owner agrees, upon notification by Tenant, to maintain roof and plumbing, heating and electrical facilities in good repair unless the need for such repair results from misuse, abuse or neglect by Tenant or their invitees. It is agreed that the Owner does not supply, repair, replace or install storm doors, storm windows, screen doors, windows screens or shades, mail box, fuses, smoke detectors and carbon monoxide detectors (except if required by law), batteries, furnace filters, laundry wash trays, janitor service, garbage collection or any other items or services not specifically listed as supplied in this agreement. Any interior decorating such as painting or papering shall be done at the option of the Owner. Tenant agrees to notify Owner by phone, email, text or by mail of repairs necessary to keep Property in a safe and sanitary condition in which event the Owner agrees to repair, except for those items specifically exempted in this section above, at Owner's expense and within a reasonable length of time, those items caused by ordinary wear and tear. If any defective condition of the Property comes to the Tenant attention, it shall be the duty of the Tenant to immediately notify the Owner of such defective condition. The Tenant shall be responsible for any damage, liability or injury resulting to the Property or to the Owner as a result of the Tenants' failure to so notify the Owner of such defective condition. If the need to repair is caused by Tenant or their invitees, Owner may make repairs, the cost of which will be treated as Additional Rent to be paid by the Tenant upon notification of amount. Any repairs made by the Owner without request by Tenant shall not be construed as a waiver of the obligation of Tenant to notify Owner of any requested repairs.

STATEMENT OF CONDITION OF PROPERTY: Owners assert that the property is fit for human habitation; that is, safe and suitable for occupancy and free from serious defects or conditions that could pose a serious and substantial threat to Tenants' health and safety.

Owners Initials JR JR

TENANT OBLIGATIONS TO THE PROPERTY: Tenant agrees to keep Property in a clean, safe and sanitary condition and not to damage, deface, impair, abuse or remove any part of the Property which includes but is not limited to walls, ceilings, floors, woodwork, paint, paper, plumbing, heating, electrical, glass, doors, window sash, hardware and fixtures; and damp mop wood floors and use a mild soap or product specifically for wood floors as needed. Tenant agrees not to damage the walls by installing fixtures to place objects of any kind on the walls of this Property; Command Strip adhesive strips, e.g., to hang pictures, are permissible. Tenant agrees to keep their entire dwelling unit and basement, yards, porches, steps, sidewalks, porches and exterior steps clean, as well as clear of snow and ice; to buy and use a sufficient number of garbage cans with tight fitting lids and to place said cans at such times and location as designated by the Owner so as to effect the proper collection of same; and to comply with all governmental rules and regulations regarding the storage, collection and recycling of trash and other refuse; and if Tenant fails to fulfill any of these obligations Owner may perform them and charge Tenant the reasonable cost for each such item, which the Tenant agrees to pay as Additional Rent. Tenant must continually occupy Property and keep Property heated to a temperature above freezing during cold

weather by using the heating equipment on the Property and not by using the gas stove or other appliances except temporarily in cases of emergency. Tenant agrees to pay the cost of repairing any damage to the building or equipment therein, including inside burst water pipes or other water facilities, due to freezing caused by neglect, carelessness or the willful act of the Tenant. Tenant shall take reasonable steps to store food properly and keep kitchen area in particular clean to avoid attracting bugs, pest, insects and rodents. Tenant shall also be responsible for replacing any broken or cracked window glass in their room that was caused by Tenant. If the Tenant fails to fulfill any of these obligations the Owner may perform them and charge Tenant the full cost for each item, which the Tenant agrees to pay as Additional Rent. If any governmental agency issues a citation or violation notice for Tenant action or inaction in violation of any governmental law or regulation or any provision of this lease, the Tenant shall be required to promptly pay to that government all fines and fees associated with such citation or notice; and if the Tenant fails to promptly pay the cost of any governmental citation or violation notice, the Owner may pay them to the government and charge Tenant the full cost thereof, which the Tenant agrees to pay the Owner as Additional Rent.

LATE CHARGES, COURT COSTS AND ATTORNEY FEES: If the Rent is paid more than (5) FIVE calendar days after the due date Tenant will pay as a Late Charge a sum equal to 5% of the amount of delinquent Rent due. Tenant also agrees to pay the Owner's agent and costs charged by the District Court for any notices sent for non-payment of Rent unless a court decision is rendered in favor of the Tenant. In the event a Warrant of Restitution (Eviction Notice) is issued, Tenant also agrees to pay the additional Agent fees and Court costs charged by the District Court and will, also pay the sum of \$ 50.00 (minimum) should it become necessary for the Owner to hire men and/or equipment in advance for the purpose of being prepared for the Eviction. In addition, the Owner may charge the Tenant as Additional Rent the actual or statutory cost of sending and posting notices to the Tenant of the date of the upcoming Eviction. All of the sums expressed in this section above are to be considered and designated as Additional Rent. Should the Owner employ an Agent to institute proceedings for Rent and/or repossession of the Property for non-payment of any installment Rent, and should such Rent be due and owing as of the filing of said proceedings, the Tenant shall pay to the Owner the actual costs incurred by the Owner in utilizing the services of said Agent. In the event it shall become necessary for the Owner to institute legal proceedings against Tenant for non-payment of Rent, or for the violation of any other term or condition of this lease, the Owner may assess the Tenant as Additional Rent all actual legal fees, court cost or attorney fees actually incurred in instituting said legal proceedings. If the Tenant pay the Rent more than (5) five days late on more than (3) three occasions in any (6) six month period, the Tenant shall pay to the Owner, upon being given (60) sixty days written notice, an additional Security Deposit. This amount together with that previously paid as security shall not exceed the amount limited by law.

SUBLETTING, INSURANCE: Tenant agrees not to sub-let or assign this agreement without the written consent of the Owner and not to do anything that will contravene the policy of insurance or increase the rate of insurance premiums on the Property and if they do the Owner may charge such increase to the Tenant as Additional Rent. At Tenant's sole cost and expense, Tenant shall purchase Renter's form home owner's insurance coverage providing for personal liability (bodily injury and Property damage) coverage with a limit of not less than \$100,000.00 each occurrence and, further, so as to keep Tenant's personal Property on and in the Property insured for the benefit of Tenant, during the term of this Lease, and any renewal or extension thereof, against loss or damage resulting from broad form named perils on a replacement basis. Tenant understands that Owner's insurance does not cover Tenant furniture or possessions.

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NOISE AND BEHAVIOR: Tenant will permit no disturbing noises or conduct, and shall not knowingly permit to enter the Property or to remain therein any person of bad or loose character or of improper behavior, nor permit any illegal or immoral conduct or obstruct or interfere with the rights of other Tenant or any of them or in any way injure or annoy them at any time. Tenant will allow no singing or musical

instrument of any kind, including but not limited to television, radio, High Fidelity, stereo, video games or other electronic or sound generating equipment etc., at any time, if the same shall disturb or annoy other occupants of the building or of neighboring properties.

PROHIBITED ACTS, CARE OF PROPERTY: Only the person listed on the Rental application will occupy the Room unless the Tenant has prior, written consent of the Owner to bring in an additional tenant. All minor children must be supervised at all times while in this Property. Tenant may not bring or keep pets in the Premises without the prior consent of Owner. The following are not permitted on the Property at any time: outside TV, radio aerials, antennae, or any other apparatus designed to receive electronic signal transmission shall not be installed without written prior consent of Owner, nor shall the Tenant overload the electrical system. **Nothing shall be attached to the roof or walls, which would, in any manner, cause damage to the Property.** No waterbeds or similar furniture are permitted on the Property. Tenant shall not in any way obstruct the sidewalks, fire escape, entry, steps, elevators, stairways, landings, etc., nor permit children to play therein. Tenant may not disconnect or remove any appliance, if supplied by Owner, without the prior written permission of Owner. Tenant agrees not to violate any law, ordinance or regulation in using the Property, and agrees to comply with all health, housing, fire and police regulations, and will not store or permit the storage of any gasoline, kerosene, or other flammable liquids or substances in the Property, common halls, basement, garage or storage areas. The use of kerosene heaters is forbidden. Any fines by any agency of the Local, State or Federal government or its agencies including those assessed by the Environmental Control Board (whether to Tenant or Owner) shall be the responsibility of the Tenant provided the condition is not Owner's responsibility under this Lease.

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RIGHT OF ENTRY: Owner shall have the right to enter the Property at reasonable times by use of key or by force if necessary, to inspect same and to make repairs required therein or elsewhere in Owner's Property, to enforce any provision of this lease, and to show Property to prospective Tenant or others, by appointment or by use of key. It is further agreed that in the event said Tenant, prior to the expiration of this lease, or any renewal term thereof, vacate, abandon, or surrender the Property at any time during the tenancy then said Owner shall have the right to enter the Property by use of key or by force, if necessary, for the purpose of decorating or repairing said Property so that it may be put in a habitable and proper condition for occupancy by a prospective or another Tenant, or for any other legal use of the Property), without being liable to prosecution therefore or damages by reason thereof and without relieving the Tenant of any obligation to pay the Rent for said Property during the term or extension thereof.

LOCKS/KEYS: Tenant shall not alter or add any lock or lock cylinder in any door without the written consent of the Owner. If such consent is given the Tenant shall immediately provide the Owner with a key for the use of the Owner or his agent pursuant to the Owner's right of access to the Property. Owner may retain a pass key (master key) to the Property. Tenant agrees that they have examined all locks throughout the Property and are satisfied that same are suitable and in good working order so as to afford a reasonable degree of safety and security. If the Tenant shall fail to comply with the provisions of this paragraph or if the Tenant require new or rekeyed locks, Tenant shall pay Owner the cost of changing or re-keying or replacing the locks. If during the tenancy, the Tenant requests service to the Property and the Owner, his agent, contractors or maintenance personnel cannot gain entrance to the Property by use of the master key because the Tenant has changed the lock(s), the Tenant shall pay to the Owner, as Additional Rent, the cost associated with the failed service request. Should the Tenant contact the Owner because they are locked out of the premises due to lost/misplaced keys, they will be charged a service fee for Owner to admit them to premises and/or provide new keys.

SECURITY DEPOSIT: It is further understood and agreed that Tenant will deposit with the Owner a Security Deposit in the amount of \$660.00 dollars. The Owner will hold the Security Deposit in an escrow account in accordance with the applicable provisions of the Annotated Code of Maryland, Real Property and which, at the termination of the tenancy hereunder, for whatever cause, Owner may retain

and apply as full or partial payment for any unpaid Rent, utilities owed in accordance with lease term, damages due to breach of lease, or damage to the Property, common areas, major appliances and furnishings by Tenant or Tenant family, agent, employees or guests other than such as may be caused by ordinary wear and tear. That portion of said Security Deposit (together with any interest due thereon if required by Maryland Law) not so retained and applied shall be refunded to Tenant within forty five (45) days after the termination of the tenancy hereunder, along with a written list of charges against the Security Deposit claimed by Owner and the actual cost incurred. Any unused portion of the Security Deposit shall be returned by electronic payment or by first class mail to Tenant's last known address. **THE SECURITY DEPOSIT MAY NOT BE APPLIED BY TENANT AGAINST THE FINAL RENT PAYMENT.** Tenant shall be liable for unpaid Rent, utilities and damages if they exceed the amount of the Security Deposit. The Security Deposit, or any portion thereof, may be withheld for unpaid Rent and utilities, as well as for damages due to breach of Lease or for damage to the Property by Tenant, Tenant family, agents, employees or social guests in excess of ordinary wear and tear.

SECURITY DEPOSIT INSPECTIONS: Tenant is hereby notified of the following: a. The right to have the dwelling unit inspected by Owner in Tenant presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if Tenant so requests within fifteen (15) days of Tenant occupancy. b. The right to be present when Owner inspects the Property at the end of the Tenancy in order to determine if any damage was done to the Property if Tenant notifies Owner by certified mail at least fifteen (15) days prior to the date of Tenant intended move, of Tenant intention to move, the date of moving and Tenant new address. c. Owner's obligation to conduct the inspection within five (5) days before or after Tenant stated date of intended moving. d. Owner's obligation to notify Tenant in writing of the date of the inspection. e. Tenant right to receive, by First Class Mail, delivered to the last known address of Tenant, a written list of the charges against the Security Deposit claimed by Owner and the actual costs, within forty-five (45) days after the termination of the tenancy. f. The obligation of Owner to return any unused portion of the Security Deposit, by First Class Mail, addressed to Tenant last known address within forty-five (45) days after the termination of the tenancy. g. Failure of Owner to comply with the Security Deposit Law may result in Owner being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Tenant shall not deduct any Rent or other charges from the Security Deposit.

Article 53, of the Annotated Code of Maryland, Section 43A, (a) provides: "If the landlord imposes a Security Deposit, he shall upon request promptly provide the Tenant with a written list of all existing damages. The request must be made within 15 days of the Tenant occupancy". This is declared to be such a written request by the Tenant. The Owner hereby furnishes the following list of existing damages:

The basis for the above list is a personal inspection, which has been made by the Owner or his agent. The Tenant has also personally inspected the Property and is satisfied with the accuracy of the above list. However, if they hereafter find any existing damage inadvertently overlooked by either the Owner or the Tenant, the Tenant agrees to notify the Owner within 15 days from the date of occupancy in writing by Certified Mail, mail or email with full details.

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SMOKE DETECTOR: For one and two-family dwellings, during the term of this tenancy or any extension thereof, it shall be the responsibility of the Tenant to notify the Owner of any maintenance or performance issue with any smoke detector installed by the Owner, for the Owner to attend to. Tenant agrees not to disable or take it upon themselves to attempt any repair to any smoke detector on the premises.

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CARBON MONOXIDE DETECTOR: The Tenant hereby agrees to comply with the following conditions and regulations: (1) Refrain from disconnecting or removing the carbon monoxide detector installed in the Property; (2) To report immediately to the Owner in writing (text message) any and all defects or test failures in the carbon monoxide detector so that the Owner may promptly repair or replace the detector; (3) In addition, (a) Not to remove batteries from the carbon monoxide detector; and (b) Not to in any way render the carbon monoxide detector inoperable; (4) Tenant agrees to permit the Owner prompt access to the Property to repair or replace the carbon monoxide during the term of the Lease or any extension thereof; (5) In the event the Tenant violates any of the conditions or regulations contained in this paragraph, such violation shall constitute a substantial breach of Lease, and the Owner shall be entitled to the speedy recovery of the Property in accordance with the Lease and all local, public and general laws appertaining thereto. Any damage to the Property or to the carbon monoxide detector as a result of action or inaction by the Tenant will be paid by the Tenant, as Additional Rent, upon demand of the Owner including damage caused by any attempts to remedy said damage; and (6) With regard to the Tenant obligation under law and this paragraph, the Tenant will indemnify and save harmless the Owner against all liability, including arising from death or injury to person or Property during the term of this Lease and any renewal or extension thereof caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.

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NOTICE OF MOVING: Tenant must give ninety (90) days notice to Owners by email, regular mail or Certified Mail prior to moving, clean the Property, including the appliances and other equipment, if supplied by Owner, remove all trash, furniture and other belongings, secure the Property and leave same in good condition, ordinary wear and tear excepted, and return keys to Owners within twenty-four (24) hours after vacating. When lease has been terminated by action of the parties or by operation of law, Owner may remove and dispose of such personal Property which has been abandoned and Tenant agrees to pay the cost of such removal.

SURRENDER OF PROPERTY & TENANT HOLDING OVER: If Tenant does not surrender the Property at the end of the lease term, or any renewal or extension thereof, Tenant will pay Owner for all of the damages which Owner suffers as a result thereof, and will further indemnify Owner against all claims made by any succeeding Tenant against Owner founded upon delay by Owner in delivering possession of the Property to said succeeding Tenant, so far as such delay is caused by the failure of Tenant to surrender the Property.

If Tenant shall continue to occupy the Property after the expiration of this Lease, or any renewal or extension thereof, and if Owner shall have consented to such continuation of occupancy, such occupancy shall, (unless the parties hereto shall otherwise in writing) be deemed to be under a month to month tenancy, at twice the Rental payable hereunder just prior to Tenant holding over. As long as Tenant are in possession of the Property, all of the obligations of Tenant and all rights of Owner applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

BREACH OF LEASE: If Tenant violates any terms of this agreement, it shall be considered a material and substantial breach of the lease and the Owner may avail himself of whatever remedies are permitted by law in order to recover possession of the Property; Tenant agrees to pay said Rent to Owner via Zelle or Venmo, as specified by Owner, promptly as it accrues, and to abide by and perform all covenants on Tenant part to be performed. If any of the representations made in Tenant Lease Application are misleading or untrue, or if Tenant, Tenant family, employees, agents or guests violate any provision of the Lease or any rule or regulation herein imposed, then the Owner may treat such representation of Lease violation as a forfeiture under the terms of this lease, with Tenant possession of the Property terminating on the date specified in Owner's notice. In the event of such forfeiture, Owner may re-enter and take possession of the Property by utilizing applicable law. If Tenant possession of the Property should be so terminated, or if Property should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, Tenant will remain liable to Owner for the Rent through what would have been the

expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by Owner due to Tenant's breach of Lease and/or Tenant's termination of possession of Property so long as such liability is not expressly prohibited by applicable law. Such other damages should include, but are not limited to, costs incurred in recovering possession of Property (such as actual legal fees, expended court costs, and agent's fees), costs incurred in re-letting Property (such as Rental commissions, administrative expenses, and a proportionate share of advertising expenses), heat, gas and electricity cost, and water and sewer costs for the balance of the term, or any renewals or extension thereof, while Property remains vacant, and costs incurred in redecorating Property.

MULTIPLE DWELLING WATER, HALLWAYS: Tenant agrees to exercise care in using water and to promptly report all water leaks or running toilets to the Owner, and if Tenant fails to do so, they agree to pay as Additional Rent the amount (as determined by the Owner) by which the bill for water and sewer service charge was increased by their failure to notify Owner of leaks. Tenant agrees not to use water to wash vehicles. Tenant shall also be responsible for keeping the hallways in a clean condition; and to keep said hallway and/or stairway, as the case may be, lighted to effect safe passage.

BAD CHECKS: If a check is accepted by Owner from Tenant for Rent, it is purely as an accommodation to Tenant. If the bank dishonors the check, Tenant agrees to pay a \$75.00 charge as Additional Rent to Owner to offset administrative costs incurred by Owner and Owner may require payment of Rent by Certified Funds, money order, bank check, and/or direct debit or ACH transfer. Owner may also withdraw personal or third party check privileges at any time.

DESTRUCTION OF PROPERTY: In the event the Property becomes impossible to live in as a result of fire, floods, civil disorder or other causes beyond the control of either the Owner or the Tenant, the obligation to pay Rent shall cease immediately and the Tenant agrees to vacate the Property at once. The Owner shall not be liable for any loss or damages to any Property at any time located on the Property, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightning, vermin or any other cause unless such loss is caused by Owner negligence.

CONDEMNATION: In the event the Property, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Owner shall be entitled to receive the entire award in the condemnation proceeding.

SUMMARY EJECTMENT, DISTRAINT: If any installment of Rent shall become in arrears, the Owner shall have the right to use the process of summary ejectment or Distraint or such other relief as Owner elects.

INTERRUPTION OF SERVICE: Tenant will receive no Rent reduction, nor will Owner be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Property or due to defects in the Property not caused by Owner's fault, omission, negligence or other misconduct, or due to the inability of Owner to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Property, or any equipment or utilities appertaining thereto, Owner may stop or curtail the operation of said equipment or utilities, but in such case due diligence shall be used to complete the work.

WAIVER: The failure of the Owner to insist, in any one or more instances, upon strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver for the future of such covenant or option, but the same shall continue and remain in full force and effect.

CHARGES AGAINST TENANT TREATED AS RENT - Wherever this agreement provides for Additional Rent or a charge against the Tenant, for any reason so stated in this agreement, or requires

Tenant to be responsible for the payment of a bill, and in the event the Tenant fail to pay such Additional Rent, charges or payments, then the amount thereof, at the discretion of the Owner, and without further notice to the Tenant, shall be added to and deemed part of the Rent due and is payable without setoff or deduction. The Owner shall have the same remedies for the collection of such Additional Rent, charges or payments as he has the Rent. If Tenant violates the terms of the Lease and said violation results in monetary loss to Owner, then Owner shall be entitled to pre-judgment interest at the maximum legal rate, on the amount due Owner, from the date Owner mails its written list of damages to Tenant at last known address until said loss is paid in full.

ALLOCATION OF PAYMENTS MADE BY TENANT: All payments made by the Tenant to the Owner shall be applied as follows: firstly, to any late charges due and owing; secondly, to any and all court costs due, owing and arising out of a summary suit for Rent; thirdly, for any costs, deposits fees, fines or charges which are the obligation of the Tenant as stated in other sections of this lease; fourthly, to any past due Rents or debts arising out of the lease; fifthly, to any currently due Rent.

PARTIAL RENT PAYMENT: It is agreed that the acceptance by the Owner of less than the full amount of Rent due and owing shall not serve to prevent the Owner from filing a summary ejectment action for any balance still due and owing. In the event summary ejectment proceedings has commenced and the Tenant tenders partial Rent after a judgment for possession has been entered, this will not void the continuation of the eviction since the full amount of the judgment for possession has not been paid prior to the actual eviction.

ILLEGALITY-SEVERABILITY: In the event any provision or provisions of this Lease shall be deemed by a court of competent jurisdiction to conflict with applicable law, such provision or provisions shall, at Owner's option, either be (1) deemed modified to the extent necessary to comply with such law, or (2) severed from this Lease and shall cease to be a part thereof. If such provision or provisions are so severed, the remainder of this Lease shall remain in full force and effect.

LIMITATIONS PERIOD: Owner and Tenant specifically agree and intend that (a) this lease constitutes a contract under seal, and (b) the twelve (12) year statute of limitations period under Section 5-102 of the Courts & Judicial Proceedings Article of the Annotated code of Maryland ("Courts Article") shall govern the limitations period under the lease rather than the three (3) year limitations period under Section 5-101 of the Courts Article.

ATTORNEY'S FEES: Should Owner employ an attorney because Tenant, Tenant agents, employees or guest violate any terms or provisions of the Lease, Tenant shall pay actual attorney's fees incurred by Owner as a result thereof. Tenant shall be liable for such attorney's fees whether or not Owner institutes legal proceedings. However, where legal proceedings are instituted by Owner against Tenant, and such proceedings result in a monetary judgment in favor of Owner, those attorney's fees for which Tenant shall be liable to Owner shall be thirty three and one third percent (33 1/3%) of said monetary judgment so entered as well as all Court cost incurred.

PRE-JUDGEMENT INTEREST: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Owner, the Owner shall be entitled to prejudgment interest at the highest rate allowed by law, which at this time is 10% per annum, on the amount due Owner, from the date the Owner mails written list of damages to Tenant.

Tenant Initials CF

DRUG FREE HOUSING AND CRIMINAL ACTIVITY: If Tenant, Tenant's family, employees, agents and/or guests, engage in, permit or facilitate any criminal activity and or drug-related criminal activity on or about the Property, Tenant will be deemed to have materially and substantially breached this Lease Agreement with such breach being grounds to terminate Tenant occupancy of the Property. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use

or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802 (6), as amended) or of a "Controlled dangerous substance" as defined in Article 27, Section 279 of the Annotated Code of Maryland, (as amended and/or re-codified from time to time) or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance. Proof of violation shall not require criminal conviction, but shall be determined by the Owners or Agent of the Owner good faith determination that the above provisions have been violated.

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RENT TAX: If any governmental authority shall invoke, implement, or enforce any tax, fee, or surcharge on Rents, said tax shall be paid by Tenant either (a) as Additional Rent, or (b) directly to the governmental authority for collection any such tax or fee.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known.

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. However, given the age of the building, Owner assumes it is likely that lead-based paint was used in the building at some point.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) X Lessor will provide the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

1. Notice of Tenant's Rights pamphlet; 2. Protect Your Family from Lead in Your Home pamphlet; 3. MD Dept. of the Environment Lead Paint Risk Reduction Inspection Certificate 756323, MDE Tracking #278628. See Lessee's Acknowledgment section below for the URLs for the two lead paint pamphlets referenced above. Lessor will provide hard copies of both pamphlets prior to tenant occupancy as well as a copy of the lead inspection certificate as soon as it is available from the lead paint inspector.

Owner Initials GAR/JR

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) CF Lessee has received copies of all information listed above.

(d) CF Lessee has received the pamphlets:

(i) Notice of Tenant's Rights by Maryland Dept. of the Environment
[<https://mde.maryland.gov/programs/land/documents/leadpamphlets/leadpamphletmdnoticeoftenantsrights.pdf>]

(ii) Protect Your Family from Lead in Your Home pamphlet by the U.S. Environmental Protection Agency:
[<https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portal-bw-2020-508.pdf>]

(iii) CF Lessee agrees to follow the procedures set forth in the attached *Notice of Tenant Rights* and by this Lease to inspect the Property and notify the Lessor promptly if discovering chipping, flaking, loose or peeling paint, plaster or loose wallpaper in the property.

Tenant Initials CF

MARYLAND TENANTS' BILL OF RIGHTS: In accordance with Maryland state law, the **Tenants' Bill of Rights**, which summarizes key renter rights and protections established by federal and state laws, is included in this lease agreement.

ENTIRE AGREEMENT: The Owner has made no promises or representations except those stated in this Agreement and it is agreed that this lease and the agreements herein contained can be changed only in writing and signed by both Owner and Tenant. **TENANT HAS READ OR HAS HAD THIS AGREEMENT READ TO THEM, UNDERSTAND SAME, HAS RECEIVED A COPY OF THIS AGREEMENT, AND BOTH OWNER, TENANTS AND GUARANTORS BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Elise G. Rand 7/14/26 James J. Rand 7/14/26
Owner: Elise G. Rand Date Owner: James J. Rand Date

Connor B. Frey 7/13/26
Tenant: Connor B. Frey Date

Troy S. Frey 7/13/2026
Troy S. Frey, Guarantor for Connor B. Frey Date

ENTIRE AGREEMENT: The Owner has made no promises or representations except those stated in this Agreement and it is agreed that this lease and the agreements herein contained can be changed only in writing and signed by both Owner and Tenant. TENANT HAS READ OR HAS HAD THIS AGREEMENT READ TO THEM, UNDERSTAND SAME, HAS RECEIVED A COPY OF THIS AGREEMENT, AND BOTH OWNER, TENANTS AND GUARANTORS BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

I hereby consent to communications by email, texting and phone:

<u>Connor B. Frey</u>	<u>connorbfrey@gmail.com/cbry1201h.edu</u>	<u>706-392-5725</u>
Tenant: Connor B. Frey	Email	Phone

EMERGENCY CONTACTS:

<u>Tracy Frey</u>	<u>209 Emmers Circle</u>	<u>Father</u>	<u>706-575-9732</u>
Name	Address	How Related	Phone #
<u>Debbie Frey</u>	<u>209 Emmers Circle</u>	<u>Mother</u>	<u>912-271-0963</u>
Name	Address	How Related	Phone #

SECURITY DEPOSIT RECEIPT

708 E 33rd Street, Baltimore, MD 21218

Partial Security Deposit in the amount of \$350.00 toward total deposit of \$660.00 received from Connor Frey on June 26-27, 2026 for room rental at 708 E 33rd Street.

Remaining deposit of \$310.00 received
7/14/26 (EHR)

Signature:



Elise G. Rand, Co-Owner

HOUSE RULES for 708 E 33rd Street

Dear Tenants,

The following House Rules are intended to help keep things orderly in your shared living environment for everyone's benefit and enjoyment of the house. We appreciate your consideration and cooperation regarding these rules.

Common Areas

Housemates have a shared responsibility to cooperate with one another to ensure the common areas of the house are kept clean and free of clutter and debris, and are not used as storage areas for personal property.

To be clear, the common areas for this house are:

- Main floor: kitchen, living room, dining room, half bath
- 2nd floor: staircase leading to 2nd floor, hallway and storage closet, full bathroom
- Basement: staircase leading to basement, laundry room, and all space outside of the bathroom and bedroom

Housemates agree to be considerate and respectful of one another by routinely cleaning up after themselves when using the common areas, and coordinating with one another to maintain the cleanliness of these areas for all to use and enjoy.

Kitchen: Take steps to store food properly, e.g., in sealed plastic or glass containers, and wipe down surfaces to avoid attracting insects and rodents, e.g., wring out wet sponges, wipe crumbs off the counter, close the trash can lid overnight, and avoid leaving dirty dishes in the sink overnight.

In General: Avoid leaving lights on unnecessarily and overnight. Sweep floors and damp mop with product for cleaning wood floors as needed. Wipe down bathroom sinks, tub and shower, clean toilets and empty trash cans as needed.

WiFi: The house is internet-enabled and the monthly fee to maintain is shared among housemates. Coordinate with housemate Shane Kiyota regarding your cost share of the WiFi.

Parking: The two parking spaces out back are available to housemates with cars on a first-come, first-served basis. Street parking is also available in neighborhood.

Bulk Trash Removal: Do not dump bulk trash in the alley or out front by the curb and risk a fine. Contact the City's Dept. of Public Works at 311 or at "311 Online" at <https://balt311.baltimorecity.gov/citizen/s/> to schedule a collection date for furniture, mattress and box spring (wrap in plastic), rugs and large bulky items. Mark items clearly as "Bulk Trash" and place at the same location as regular trash pickup.

Thank you for observing these House Rules. Please contact us with any questions or concerns.

Elise & Jim Rand

Tenant Initials, Connor Frey: CF

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MARYLAND DEPARTMENT OF THE ENVIRONMENT

LEAD PAINT RISK REDUCTION (MDE FORM 330) INSPECTION CERTIFICATE NO.

756323

278628

0389024053027

MDE TRACKING NO.

MDE PROPERTY NO. (Include county code prefix.)

708 E. 33RD ST.

SFP Baltimore

21218

OWNER NAME

James J and Elise G Rand

Street Address

Unit No.

City

Zip Code

County

Property Construction Date

The Maryland accredited lead inspector must mark an inspection category 1, 2, 3, or 5 and mark the appropriate inspection method. Only ONE category and method are to be marked. The following attachments are required to be submitted with the certificate: Form C, laboratory results, and diagrams for Full Risk Reduction, and Forms B and C, original signed copy of Supervisor's Statement of Work, laboratory results, and diagrams collected for Modified Risk Reduction. Form E for Lead Free, which shall include a \$10 per unit processing fee for each certificate. To be paid to: P.O. Box 1417, Baltimore, MD 21203. The certificate shall be signed by the inspector who performed the inspection. Inspection certificates and all required attachments must be submitted to MDE within 10 days following the Lead Free and Lead Safe Inspections and within 10 days following the receipt of dust sample results for Full and Modified Risk Reduction Inspections. Copies of all inspection records shall be maintained for at least 5 years by lead inspection contractors. Maximum penalties will be pursued by MDE for any falsified documentation that is received by MDE. Indicate "0000" if Property Construction Date is unknown. Lead paint inspection contractors must mail inspection certificates and the supporting documentation for inspection certificates to: P.O. Box 943, Jessup, MD 20794.

INSPECTION CATEGORIES

☐ 1. Lead Free
Methods
☐ A. One Time Only (Interior & Exterior) OR ☐ B. Limited (Interior Lead Free Only) Passing Re-inspection required no later than: ____ / ____ / ____ Number of Pre-1950 Lead Free Units ____ Number of Post-1949 Lead Free Units ____

☒ 2. Full Risk Reduction
Methods
☒ A. Dust Inspection OR ☐ D. Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04 / 30 / ____ unless otherwise noted in local code. OR ☐ E. Dust Inspection with Lead Free Exterior

☐ 3. Modified Risk Reduction
Methods
☐ B. Visual Inspection and Dust Inspection OR ☐ C. Visual Inspection and Dust Inspection with Exterior Waiver Passing Re-inspection (Form D and Supervisor Statement of Work) required no later than 04 / 30 / ____ unless otherwise noted in local code. OR ☐ D. Visual Inspection and Dust Inspection with Lead Free Exterior

☐ 5. Lead Safe
Methods
☐ A. Dust Inspection OR ☐ B. Dust Inspection and Visual Inspection OR ☐ C. Dust Inspection with Lead Free Exterior OR ☒ D. Dust Inspection and Visual Inspection with Lead Free Exterior AND Verification that windows are lead free or have been treated so friction surfaces are lead free.

☒ PASSED Based on the findings of the attached inspection report(s), I certify that the property/unit meets the certification criteria at this time. (circle property or unit)

☐ FAILED Based on the findings of the attached inspection report(s), the property/unit fails to meet certification criteria at this time. (circle property or unit)

I certify that I inspected the above listed property/unit on 6/3/16 at 8:30 a.m. p.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of MD.

B. Mac Iyer
Inspector's Name

Inspector's Signature

4446

Accreditation No.

4/2018

Accreditation Exp. Date

Leadspec, Inc

Inspection Contractor Name

4427

Accreditation No.

4/2018

Accreditation Exp. Date



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 Billing 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](http://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://LegalHelpMD.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 (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.