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# Residential Dwelling Lease

PARTIES:
**Owner/Landlord**: _____

Phone Number: _____

Address: _____

Email: _____

**Property Management Company/ Landlord:** Cenmar Management LLC
Phone Number: 443-253-9345

Address: 201 Key Hwy, Baltimore, MD 21230

Email: joe@marylandresidential.com

**Person authorized to receive service:** _____

Phone Number: _____

Address: _____

Email: _____

**Tenant 1**: Roberto Carrillo Bojorquez DOB: 10/12/1974 SSN: XXX-XX-2682

**Tenant 2**: Elia Molina Trevino DOB: 09/01/1974 SSN: XXX-XX-2488

**Tenant 3**: _____ DOB: _____ SSN: _____

**Tenant 4**: _____ DOB: _____ SSN: _____

Previously listed Tenants are also referred to in this lease as "occupants," "Tenants," and "residents."

First month's rent ($4,000) and security deposit ($4,000) is due at lease signing ($8,000).

1 Approved Pet

Initials: Initial EMT Initial RCB _____ _____

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**1. INITIAL LEASE TERM**: Landlord leases to Tenant and Tenant leases 2705 Ferry Bar Dr, Baltimore, MD 21230 ("the Property") from Landlord of the Property for the term of 5 ☐ **year(s)** ☒ **month(s)** ☐ **week(s)**, commencing on 01/01/2027 and ending on 5/31/2027

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**2. RENT OWED**: In exchange for leasing the Property to Tenant(s), Tenant(s) agree to pay $4,000 per ☒ **month** ☐ **week**, for a total rental amount of twenty thousand dollars ($20,000) per year. Rent is on the 1st of each ☒ **month** ☐ **week**. If this lease commences on a day other than the first day of the month, the amount of rent due for the first month will be pro-rated and due on the date this lease is signed. Tenant agrees to pay rent to Cenmar Management LLC at 201 Key Hwy, Baltimore, MD 21230 or at such place as Landlord may from time to time designate. Tenant may not deduct, demand, or offset rent and said obligation to pay rent is independent of any other clause herein. All sums of money or any other charge, including payments and/or repairs that are required to be paid by Tenant to Landlord or to any other person under the terms of this lease will be deemed owed and at Landlord's discretion may be deemed rent and will be collectible as rent or as damages. Landlord will furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit, or otherwise.

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If a monthly installment of rent is paid more than five days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of late rent due. If a check is accepted for rent, it is purely as an accommodation to Tenant. If a check is dishonored, Tenant agrees to pay an additional $50.00 to Landlord as an administrative fee, in addition to any late fees that may result from a late rent payment. Landlord, in his/her sole discretion, can stop accepting checks for rent.

**3. INDIVIDUALS WHO WILL OCCUPY THE PROPERTY NOT PREVIOUSLY LISTED:** Robert Carrillo Molina & Eduardo Antonio Carrillo Molina

Tenant covenants and agrees that the Property will be occupied only by the people already mentioned in this lease (also referred to in this lease as "occupants," "Tenants," and "residents") and by no one else. Tenant(s) represents and warrants to Landlord none of the people identified in this Paragraph and no other person mentioned in this lease, including Tenants, has been convicted of a felony crime in any federal or state court. Individuals not identified in this lease cannot occupy the Property for more than 7 days without Landlords written consent.

**4. TENANT'S RIGHT TO OCCUPY THE PROPERTY:** Tenant may peaceably and quietly, enter the Property at the beginning of the lease term and the Property will be made available in a condition permitting reasonably safe habitation. If Tenant is given permission to possess and occupy the Property prior to the start date of the lease term, such possession and occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this

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lease, and rent shall be proportionally owed to Landlord for the period prior to the start date found in paragraph 2.

**5. RESTRICTIONS ON USE OF GRILL:** Tenant may not use a propane, coal, or barbeque grill within 20 feet of the residential dwelling.

**6. SMOKE ALARM INSTALLATION AND MAINTENANCE:** Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland and that all smoke alarms are in good condition and properly working as of the date this lease is signed by Tenant. Tenant agrees not to obstruct, tamper with, or permit any smoke alarm to be obstructed or tampered with. Tenant agrees to remove any obstruction or alert Landlord in writing to any obstruction, test the smoke alarm once every three months, and report in writing to Landlord any malfunction. Written notification of any malfunction or any obstruction shall be delivered to Landlord through the online portal used for maintenance requests. Landlord will provide written acknowledgment of the notification and will repair or replace the smoke alarm within five calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability and damages for injury, death, property damage, or other loss resulting from any defect or malfunction to the smoke alarms that Tenant did not specifically report in writing as required.

If any smoke alarm in the Property becomes damaged by any act of the Tenant, any resident of the Property, or any guest, agent, employee, invitee, or family member of Tenant, Tenant shall promptly notify Landlord of the damage through the online portal used for maintenance requests and Landlord will repair or replace the smoke alarm within five calendar days after the notification. Upon demand, Tenant will pay to Landlord the costs of repair, replacement, or to remove an obstruction incurred by Landlord. At the Landlord's discretion, such costs may instead be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent, as well as any other remedy afforded by law.

**7. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENACE:** Tenant acknowledges that Landlord has installed one or more carbon monoxide detector(s) in accordance with state and local law. Tenant acknowledges that said carbon monoxide detector(s) is in good condition and is working as of the date this lease is signed by Tenant. Tenant agrees to remove any obstruction or alert Landlord in writing to any obstruction, test the smoke alarm once every three months, and report in writing to Landlord any malfunction. Written notification of any malfunction or obstruction shall be delivered to Landlord through the online portal used for maintenance requests. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability and damage for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required.

If any carbon monoxide detector in the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any guest, agent, employee, invitee, or family member of Tenant, Tenant shall promptly notify Landlord of the damage through the online portal used for maintenance requests and Landlord will repair or

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replace the carbon monoxide detector within five calendar days after the notification. Upon demand, Tenant will pay to Landlord the costs of repair, replacement, or to remove an obstruction incurred by Landlord. At the Landlord's discretion, such costs instead may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent, as well as any other remedy afforded by law.

**8. USE OF KEYS AND LOCKS:** Tenant shall not install an additional lock(s), change existing lock(s) or make duplicate keys without Property Manager's prior written consent. Landlord will provide Tenant with 2 key(s). Tenant will return all keys, both provided to Tenant by Landlord and duplicates made by Tenant, to Landlord upon termination of the lease or abandoning or vacating the Property, whichever occurs first. At Landlord's discretion, tenant will reimburse Landlord as additional rent or as damages for the cost of replacing or repairing any locks if a lock is damaged, a key is lost or not returned to Landlord, or replacing any key(s) lost or damaged by Tenant.

**9. COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS:** Tenant agrees not to do anything or permit anything to be done on the Property contrary to or that will increase the premium payable on the Property's hazard insurance policy. Tenant shall not obstruct or permit the obstruction of any public sidewalk nor permit anything to be done on the Property or right of way in contravention of any rules and regulations of the Fire Department, Health Department, any other governmental authority, or community/housing association.

**10. LANDLORD'S LIABILITY AND TENANT'S RESPONSIBLY TO OBTAIN INSURANCE:** For those areas that are within exclusive control of Tenant(s), Tenant agrees that Landlord is not responsible or liable 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 guest, agent, employee, invitee, or family member of Tenant. Landlord is not a bailee for any goods or chattels placed on, in, or about the Property.

Tenant is responsible for obtaining, paying the costs of insurance, and maintaining insurance, to protect Tenant or any guest, agent, employee, invitee, or family member of Tenant from loss or damage to Tenant's personal property placed on, in, or about the property. If pet(s) are allowed on/in the Property, any time Landlord's request, Tenant must obtain and pay for insurance that covers damage caused by pets. Failure to obtain insurance for pet damage will be considered a breach of lease.

**11. TENANT INDEMNIFIES LANDLORD:** Tenant shall indemnify and hold Landlord harmless against and from any and all liability arising from any injury, death, property damage, or other loss during to persons or property arising within portions of the Property that are within the exclusive control of Tenant, or caused by any act or omission of Tenant, any resident of the Property, or any agent, employee, invitee, or family member of Tenant.

**12. LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Landlord and Landlord's agents and/or employees have the right to enter the Property at all reasonable times for the purpose of inspection or making any repairs that Landlord is required to make under the terms of this lease or which Landlord otherwise deems necessary or appropriate. During the ninety

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(90) days prior to the expiration of any lease term, Landlord and Landlord's agents have the right, at reasonable times, to show the Property to prospective Tenants or purchasers.

**13. TENANT'S RESPONSIBILITY UPON VACATING THE PREMISES:** Tenant agrees to surrender the Property to Landlord at the end of the initial lease term or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

**14. RESTRICTIONS ON SUBLEASING AND/OR ASSIGNING LEASE:** Tenant shall not assign this lease or sublet all or part of the Property without the prior written consent of Property Manager. Consent may be withheld in the Property Manager's sole and absolute discretion. Any assignment or subletting without Property Manager's prior written consent shall be null and void and of no effect. Property Manager may elect to collect rent directly from any assignee or subtenant. However, the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from the Tenant's liability to pay rent. Any consent to subletting or assignment shall not constitute a waiver of the Tenant's obligation to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability pursuant to this lease and to law.

**15. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED:** If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies, or (b) if the Property is only damaged or partially destroyed and Landlord upon notice to Tenant elects not to repair such damage or destruction, the tenancy created by this lease and any extension shall immediately cease and all rent payable under this lease shall be prorated to the date of such occurrence. If the Property is only partially destroyed or damaged and Landlords chooses to repair the damage or partial destruction to the Property, then Landlord shall restore the Property to close to the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this lease will not be abated and this lease shall remain in full force and effect. In exchange for rent paid, if necessary to protect human health and safety, Landlord will pay for the cost of habitation elsewhere while the Property is being repaired.

**16. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the Property or any portion of it is taken or condemned for a public or quasi-public use, this lease shall, as to the part(s) taken, terminate on the date title vests in the condemner. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property. All damages awarded as a result of any condemnation, whether for the entire or part of the Property, shall belong to and shall be the sole property of Landlord, regardless of whether the damages are compensation for diminution in value to the Property or leasehold, or are the fee of the Property.

**17. INSPECTIONS:** Tenant acknowledges that Landlord has the right to be present at any and all inspections whether conducted by a private or government entity in and about the Property and agrees to notify Landlord prior to any inspection.

**18. RESTRICTIONS CONCERNING VEHICLE PARKING:** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or

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other parking area. Vehicles must be parked in accordance with the law and any community rules, regulations, and restrictions, and Landlord's rules.

**19. COMMUNITY ASSOCIATION:** In the event the Property is part of a condominium or homeowner association, Tenant agrees to abide by the by-laws, covenants, declarations, regulations, restrictions, and rules promulgated by the counsel of unit owners of the condominium or the homeowner association. Copies of the aforementioned shall be provided to Tenant by Landlord. Landlord is not liable to Tenant for any violation of any of the by-laws, covenants, declarations, regulations, restrictions, rules, or the provisions in any other lease by any other Tenant or occupant in the development/association. Unless otherwise provided in the Lease, Landlord is responsible for payment of Condo/Home Owners Association fees. Tenant acknowledges receipt of applicable documents.

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**20. TRASH RESTRICTIONS:** Tenant shall only use trash containers/facilities designated for the Property, return the trash containers to the designated area after the trash is collected, and clean the collection area of any scattered or remaining trash.

**21. TENANT AND LANDLORD AGREEMENT IF UTILITIES ARE INTERRUPTED:** In the event Landlord or Tenant is prevented or is unable for reasons beyond Landlord's or Tenant's control to obtain electricity, fuel, sewer, water, or services Landlord agreed to furnish or in the event of the rationing or non-delivery of utilities and services, Landlord is released, discharged, and is indemnified from any liability, loss, cost, damage or expense, direct or indirect, that might be suffered by Tenant any guest, agent, employee, invitee, or family member of Tenant, and this lease shall continue in full force and effect for the full lease term without abatement.

**22. UTILITY REPAIRS:** If, under the terms of this lease, Landlord has agreed to provide any service or utility at Landlord's expense, Landlord may temporarily stop or curtail any such service or utility for the purpose of repairing or replacing the equipment or utility lines providing the service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. If Landlord temporarily stops or curtails the any such service or utility, Landlord shall use diligence in restoring such service or utility.

**23. LANDLORD'S RIGHTS TO RE-RENT THE PROPERTY:** If the Property becomes vacant because the Landlord exercises a remedy under this lease or law, or if Tenant(s) abandon the Property, Landlord may take possession of and re-let the Property as agent of Tenant. The terms and conditions of any re-let shall be for the Landlord to reasonably determine. Upon demand by Landlord, Tenant shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and shall thereafter pay monthly rent to Landlord in accordance with this lease for the difference between the rent payable under this lease and the amount of rent received upon any re-letting. Nothing contained in this lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property/properties owned or managed by Landlord.

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**24. RESPONSBILITY FOR ADDITIONAL RENT:** Tenant agrees to pay as additional rent any and all sums which may become due because Tenant's failure to comply with any of the terms and conditions of this lease and for any and all damages, costs, and/or expense that Landlord incurs by reason of any default under this lease by Tenant. Tenant agrees to pay as additional rent any and all damages to the Property caused by an act or negligence of Tenant, other resident of the Property, or any of Tenant's guests, agents, employees, invitees, or family members. If Tenant fails to make any such payments, then the amount due for said failure(s) shall be added and deemed part of the rent due. Landlord shall have the same remedies for the collection of these payments as Landlord has for non-payment of rent under the lease, in addition to any other legal remedy afforded to Landlord by law.

**25. LEGAL RIGHTS OF LANDLORD:** If Tenant fails to pay the rent or any additional rent as mentioned in this lease or if Tenant shall breach any other term, covenant, or condition of this lease, including, but not limited to, any misrepresentation in Tenant's application or providing fraudulent names in this lease, Landlord may (a) re-enter the Property and terminate this lease in accordance with the applicable provisions of law; (b) bring summary eject proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the lease, nor recovery of possession of the Property, however, shall constitute a waiver by Landlord for any available action by Landlord against Tenant for unpaid rent or for damages that may be due or sustained prior to or subsequent to the termination of this lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession.

**26. ATTORNEY'S FEES AND COURT COSTS:** Should any action be brought in court to enforce any provision of this lease or related law, if the Landlord is the prevailing party, Landlord shall be reimbursed for all reasonable attorney's fees, necessary expenses, and court costs incurred. Expenses include a $50 administrative fee for Failure to Pay Rent (Summary Ejectment) Actions. Reasonable attorney fees for collection actions will constitute 15 percent of the amount due, exclusive of expenses for service and courts costs.

**27. LANDLORD DOES NOT WAIVE LEGAL RIGHTS**: The failure of Landlord to insist upon the strict performance of any of the terms and conditions of this lease, in one or more instances will not constitute or be construed as a waiver of such term or condition or an election of waiver in future and/or other instances.

**28. HEIRS AND ASSIGNS ARE BOUND BY LEASE:** The terms and conditions of this lease are binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Landlord and Tenant.

**29. CONTROLLING LAW:** This lease shall be construed and interpreted in accordance with the laws of the State of Maryland.

**30. PAROLE EVIDENCE:** This lease includes all terms. Tenant does not rely on any written, recorded, or oral statements made by Landlord or his agents when entering into this lease, except for any agreements concerning real estate brokers and real estate agents. Any statements and representations made prior to entering into this lease are nonbinding.

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**31. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY:** Tenant agrees to use the Property in a careful manner and not to use or permit any portion of the Property to be used for any purpose other than as a private single-family residence. At both single family homes and at multi-unit buildings, Tenant agrees to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways, except if forbidden by community rules and regulations; to keep the property in a clean and sanitary condition; and to 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. Tenant, all occupants, and/or invitees on the Property, whether known or unknown by the Tenant, will not disturb the peaceful enjoyment of neighbors. Tenant covenants and agrees that Tenant will not use or permit the property to be used for any improper, illegal, or immoral purposes, or in any noisy, dangerous, offensive, illegal, or improper manner. Tenant agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Landlord harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations, (b) any violation or non-performance by the Tenant of any of the covenants contained in this lease, or (c) any act or omission of Tenant, other residents of the Property, or Tenant's guests, agents, employees, invitees or family members. All electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall only be used for their intended purposes.

**32. RESTRICTIONS ON CHANGES TO THE PROPERTY:** Tenant shall not make any alterations, additions, or improvements, including painting, hanging shelves, or electrical work, to the Property without first obtaining Landlord's written consent.

**33. INCLUSIONS/EXCLUSIONS:** Included in the Property are all permanently attached fixtures, including smoke detectors. Certain other items which may be considered personal property, whether installed or stored on the property, are included as follows and must be returned to Landlord at the conclusion of the lease in the same condition as when Tenant received them:

CHECK INCLUDED ITEMS

| | | |
|---|---|---|
| ☒ Stove or Range | ☒ Dishwasher | ☐ Alarm System |
| ☐ Cooktop | ☐ Freezer | ☐ Intercom |
| ☐ Wall Oven(s) #_____ | ☐ Window Fan(s) #_____ | ☐ Storage Shed(s) #_____ |
| ☒ Refrigerator #_____ | ☐ Fireplace Screen/Door | ☐ Garage Opener(s) #_____ |
| ☐ w/ icemaker _____ | | |
| ☒ Microwave | ☐ Pool, Equip, & Cover | ☐ Garage Remotes #_____ |
| ☐ Trash Compactor | ☐ Hot Tub, Equip, & Cover | ☐ Playground Equip. |
| ☒ Garbage Disposer | ☒ Screens | ☐ Wood Stove |
| ☒ Exhaust Fans(s) | ☐ Storm Windows | ☐ T.V. Antenna |
| ☐ Lawn Mower(s) #_____ | ☐ Window A/C Units(s) #_____ | ☐ Satellite Dish |
| ☐ Storm Doors | Ceiling Fan(s) #_____ | ☒ Clothes Washer |
| ☒ Clothes Dryer | ☐ Furnace Humidifier | ☐ Electronic Air Filter |
| ☐ Water Filter | ☐ Water Softener | ☐ Exist. w/w Carpet |

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☐ Drapery/Curtain Rods ☐ Carbon Monoxide Detector ☐ Shades/Blinds
☐ Television ☐ Central Vacuum
☐ Furniture: _____

Additional Inclusions: _____

HOA Fees

**34. UTILITES AGREEMENT**: The obligations of Owner and Tenant with respect to the provision of utilities shall be follows:

| | Furnished at cost of | | Notes (prorated, in Tenant's/Owner's name, etc.) |
|---|---|---|---|
| Heating Fuel | Owner☐ | Tenant ☒ | |
| Cooking Fuel | Owner☐ | Tenant ☒ | |
| Electricity | Owner☐ | Tenant ☒ | BGE |
| Heating of Water | Owner☐ | Tenant ☒ | |
| Cold Water Sewer | Owner☐ | Tenant ☒ | Pay city website directly |
| Cable Television | Owner☐ | Tenant ☒ | |
| Lawn/Exterior Care | Owner☐ | Tenant ☒ | |
| _____ | Owner☐ | Tenant ☐ | |
| _____ | Owner☐ | Tenant ☐ | |

The costs for utilities which are to be furnished at the expense of Tenant, as stated above, shall be considered additional costs and Tenant agrees to pay such costs when due. Failure of Tenant to pay any utility costs within five (5) days of receipt of the bill will constitute a breach of this lease. If this lease is breached, Landlord may, in Landlord's discretion, pay such costs. If Tenant fails to pay utilities as is required under the lease and Landlord elects to pay such costs, in Landlord's discretion the amount thereof shall be added to and deemed part of the rent due or considered damages and shall be payable by Tenant to Landlord on demand. Failure to pay shall constitute a breach of lease.

**35. MAINTENANCE AND REPAIRS:** Landlord shall maintain, and/or in Landlord's sole discretion repair/replace the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if he repairs, replacements, and related services resulted from negligence or misuse by Tenant, other residents of the Property, or Tenant's guests, agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Landlord of any condition which is needed to be repaired or replaced through the online portal.

Except as provided in above, Tenant is responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, blinds, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Initial Lease Term. If Tenant fails to make said repair or replacement, Landlord, in Landlord's sole

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discretion, may make such repair or replacement. In Landlord's discretion the amount thereof shall be added to and deemed part of the rent due or considered damages and shall be payable by Tenant to Landlord on demand. Failure to pay shall constitute a breach of lease. Among other legal remedies available to Landlord, Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expenses.

If the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building and/or other apartment unit if the need for such repairs or replacements is caused by the negligence or misuse of the building or the Property by Tenant, other residents of the Property, or Tenant's guests, agents, servants, employees, invitees, or family members. In Landlord's discretion the amount thereof shall be added to and deemed part of the rent due or considered damages and shall be payable by Tenant to Landlord on demand. Failure to pay shall constitute a breach of lease. Among other legal remedies available to Landlord, Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this lease.

If maintenance is needed, maintenance requests should be directed to https://cenmar.managebuilding.com/Resident/PublicPages/Home.aspx?ReturnUrl=%2fResident%2fdefault.aspx. Landlord will respond only to those maintenance requests logged through the provided online portal, unless emergency maintenance is needed. For emergency requests please call the emergency number 443-253-9345

Additional agreements, if any, regarding maintenance, repairs, and/or replacement are as follows:

| |
|---|
| Landlord can gain access with permission from the tenants for scheduled maintenance if for any reason the tenants can not be available |

**36. TENANT'S AND LANDLORD'S DELIVERY OF NOTICES:** All notices requested to be given by Landlord to Tenant shall be given and accepted by Landlord leaving the notice at the Property, except if the law requires another method of notice, including notices that the Landlord is withholding of any portion of the security deposit. Notices of withholding or potentially withholding a portion of the security deposit and/or the return of the security deposit, shall be mailed by Landlord to Tenant at Tenant's last known address or the address provided to Landlord in accordance with law, within forty-five (45) days after the termination of the lease. If Tenant provides an address accordance with Md. Annotated Code Real Prop. §§ 8-203 and 8-203.1 that is different than the Tenant's last known address, notices of the withholding of any portion of the security deposit by Landlord and any remaining balance of the security deposit will be mailed to the address provided.

Except for requests that must be logged through the online portal used for maintenance requests, all notices required to be given by Tenant to Landlord and all rent shall be delivered to the following address by certified mail

Name: Cenmar Management LLC ☐ Owner ☒ Property Manager

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**37. MILITARY:** Tenants that are in active or inactive military service include N/A If any Tenant becomes active military, said Tenant must notify the Landlord by written notice. No terms of this agreement will change should a Tenant join the military, but Landlord will afford additional rights to individuals in active duty military as required by law.

**38. SHOWING OF PROPERTY FOR RENT OR SALE:** During the last 90 days of this lease, or any renewal thereof, Landlord may post and Tenant shall permit the posting of "For Rent" and/or "For Sale" signs and shall allow the Property to be shown to prospective Tenants and Purchasers during reasonable hours. When possible, Landlord shall give Tenant reasonable notice of such showing. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of key within a key lock, as authorized by Landlord. During the last 90 days of the lease, Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply. If the Property is not in a reasonably clean condition upon inspection of showing of the property during the last 90 days, Tenant will have 24 hours to clean the property. If the Property is not cleaned, Tenant will owe Landlord an additional $100 and allow Landlord to hire a cleaning service to clean the property. The cleaning service will of the Landlord's choosing and will be scheduled during reasonable hours. Landlord will give a tenant notice of when the cleaning service will arrive.

**39. APPLICATION OF MONIES PAID WHEN IN DEFAULT:** When monies are paid, they will be applied towards any unpaid balance(s), and in this order: (1) water bill(s), (2) other utilities that the Landlord has paid, (3) repairs of physical damage to the property, (4) legal/administrative costs associated with any Legal Action initiated to achieve compliance with any part of this lease - be it rent or civil action (this includes: rent, rent-late fees, administrative fees, water bills, repair bills associated with lessee-related/caused damages noted on maintenance or other checks, etc.) and then, (5) rent. Therefore, if there are any unpaid balances related to any reason other than rent; monies paid will be applied towards these balances, and this may then leave an unpaid rent balance, which will then trigger rent-late fees, and rent-related legal actions.

**40. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA:** If the the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant agrees to exercise due caution in the care of these systems. Tenant will properly maintain said systems at Tenant's expense and pay for all chemicals and filters according to the instructions provided. The designated service company is _____, unless otherwise indicated by Landlord.

**41. WATER/MOISTURE/MOLD:** Through the online portal used for maintenance requests, Tenant shall immediately notify Landlord of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwater, washing machine, refrigerator freezer, air conditioning unit(s), faucets, etc.), flooding and/or water damage to the Property. Tenant shall take immediate measures to contain water

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moisture, water leaks, water spillage, flooding and/or water damage, to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub, or appliance causing such water leaks or spillage.

Through the online portal used for maintenance requests, Tenant shall immediately notify Landlord of any mold of any type observed within or on the leased Property. Upon notification from Tenant, Landlord shall promptly remove mold and remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage, or flooding in accordance with industry standards within the Property. Landlord will pay for said repair, except if caused by Tenant's negligence. In water damage or mold occurs within or on the Property through the negligence of Tenant, Tenant shall pay all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold. At Landlord's discretion, such costs may be added to and deemed part of the rent or due as damages. Failure of Tenant to immediately reimburse landlord upon demand shall constitute a breach of lease.

Initials: Initial EMT Initial RCB _____ _____

**42. ADDITIONAL RULES:** Tenant acknowledges that waterbeds are not permitted on or about the Property. Tenant acknowledges that smoking is not permitted on or about the Property. Tenant acknowledges that space heaters are not permitted on or about the Property. Landlord reserves the right to create additional rules with 30 days notice to tenants.

**43. LEAD BASED PAINT:**

**A. FEDEAL LEAD-BASED PAINT LAW:** Title X, Section 10108, The Residential Lead-Based Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead based paint and lead based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to Tenant, based upon Owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in Owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this lease.

**B. MARYLAND LEAD POISOINING PREVENTION PROGRAM:** If the Property was built prior to 1978, The Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et. seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at
http://www.mde.state.md.us/programs/Land/LeadPoisoningsPrevention/Pages/index.aspx.

**C. AGE CLASSIFICATION OF PROPERTY:** Owner represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents intending that they rely upon such warranty and representation, that:
The Federal Program (check one)
☐ The Property was built before 1978; the Federal Program applies
☒ The Property was built during or after 1978; the Federal Program does not apply

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The Maryland Program (check one)
☐ The Property was built prior to 1978; the Maryland Program applies
☒ The Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown (if applicable)
☐ Owner is uncertain as to age classification; therefore, Owner acknowledges that, for the purposes of the rental contemplated by this lease, the Property will be treated as though it had been constructed prior to 1978 and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

**D. ACKNOWLEDGEMENT:** Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges receipt of the following required brochures:
1. **Under Federal Law (**The Residential Lead-Based Paint Hazard Reduction Act of 1992)
a. The EPA "Protect Your Family From Lead in Your Home" brochure.
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
a. The Notice of Tenant's Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment
b. The EPA "Protect Your Family From Lead in Your Home" brochure (same as in 1.a.).

Initials: Initial EMT Initial RCB _____ _____

**E. RENOVATION, REPAIR, AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair, or repaint the Property must be certified by the EPA to perform such renovation, repair, or painting projects that may disturb paint. Before and during any renovation, repair, or painting projects on any pre-1978 housing, contract(s) must comply with all requirements of RRP.

Tenant shall not personally perform any renovation, repair, or painting project which might disturb paint in pre-1978 rental housing or in housing where the date of construction is unknown. Tenant shall not hire any contractor(s) to renovate, repair, or paint pre-1978 rental housing in housing where the date of construction is unknown, unless Tenant provides to Landlord written evidence, satisfactory to Landlord that all such contractor(s) to perform such work are certified under the RRP. Tenant should visit http:www2.epa.gov/lead/renovation-repair-and-painting-program.

Tenant understands and acknowledges that compliance under Federal and Maryland is the sole responsibility of Owner and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

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**44. TENANT ACCEPTS PROPERTY:** Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition unless otherwise agreed in writing and signed by Landlord and Tenant.

**45. FLOOD-PLAIN NOTICE:** If any part of the Property is located within a designated flood hazard area, Tenant is informed of the following:

NOTICE TO PROSPECTIVE TENANT

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance on the personal belongings in your unit. In any event, because of this danger of loss of your personal belongings due to flooding, you may wish to consider acquiring flood insurance which may be purchased from some insurance agents.

Damage to motor vehicles may not be covered by such insurance; therefore you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage of your motor vehicle resulting from flooding in this area.

The Baltimore City Department of Planning can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact that Department, at (telephone number), before signing either this acknowledgment or the lease agreement for this rental unit.

ACKNOWLEDGMENT BY PROSPECTIVE TENANT

I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgment or a lease, to contact the Baltimore City Department of Planning concerning the susceptibility of the area around my rental unit to flooding.

Tenant's Signature Signed by: Elia Molina Trevino FBEE706EF9BB4D1... Tenant's Signature Signed by: Roberto Carrillo Bgorquez 0AC59BDAC9534E...

Tenant's Signature _____ Tenant's Signature _____

The local zoning authority may provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate government agency before initialing this acknowledgement or signing the lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance, and any available information about how those premiums may increase in the future may be obtained

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at http://www.fema.gov/flood-insurance-recorm-act-2012. Detailed information regarding flood insurance rate maps may be obtained at http://www.mdfloodmaps.net/home/html.

**46. COURT'S INTERPRETATION:** If any amount deemed "rent" or "additional rent" is not considered rent by the courts or by any law, such amount shall be collectible as damages.

**47. TIME IS OF THE ESSENCE:** Time is of the essence in this lease.

**48. KEYS AND LOCKS:** If tenant loses a key, the cost for a replacement key is $10. Should the Landlord or Property Management and or Landlord at their discretion determine that a lock or locks need(s) to be replaced because a key is lost or misplaced, tenant will be responsible for the cost of replacement of the lock(s).

At the property you may find a key lock that can be opened by combination. Landlord and Management reserve the right to keep a key lock at your property. If management or landlord arrives at the property and the key lock or key in the key lock are missing, tenant will be charged the cost of replacement plus a $100.00.

**49. COMMUNICATION WITH PROPERTY MANAGER:** Except for notices that are required to be sent by mail to landlord or property management by law or through the online portal used for maintenance requests, the best way to communicate to property management is through email at joe@marylandresidential.com. In addition to sending the required notices by law, we ask that you send any notice concerning an inspection of the property or a request for security deposit to property management to 201 Key Hwy, Baltimore, MD 21230.

**50. NOTICE:** Notice to any tenant is considered notice to all tenants.

**51. TERMS IN LEASE:** As used in this lease, the singular shall include the plural and the plural shall include the singular and the use of any gender shall be applicable to all genders.

TENANT(S) HAS READ OR LISTENED TO A READING OF THIS LEASE, UNDERSTANDS THE LEASE, AND RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT(S) BY THEIR SIGNATURES ACCEPT AND AGREE TO BE BOUND BY ALL PROVISIONS CONTAINED IN THIS LEASE.

Signed by: Elia Molina Trevino 10/19/2026
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Tenant's Signature Date

Signed by: Roberto Carrillo Bojorquez 10/17/2026
6AC38BDAC9334TE...
Tenant's Signature Date

Tenant's Signature Date

Tenant's Signature Date

Signed by: Joseph B Sachetti 10/19/2026
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Owner or Authored Agent's Signature Date

Owner or Authored Agent's Signature Date

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## SECURITY DEPOSIT

A security deposit of four thousand dollars ( $4,000 ) is required as a condition of the lease. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage by the Tenant or the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the leased premises, common areas, fixtures, major appliances, and furnishings owned by the Landlord. Interest on the security deposit will accrue at the legal interest rate that governs security deposits.

Upon payment of a security deposit, Tenant has the following rights

(1) The right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within 15 days of the Tenant's occupancy.
(2) The right to be present when the Landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the Tenant notifies the Landlord by certified mail at least 15 days prior to the date of the Tenant's intended move of the Tenant's intention to move, the date of moving, and the Tenant's new address. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in the Tenant's notice.
(3) The Tenant shall be advised of the Tenant's rights under Md. Real Prop. 8-203(f)(1) and Md. Real Prop. 8-203.1 in writing at the time of the Tenant's payment of the security deposit. Failure by the Landlord to comply with this requirement forfeits the right of the Landlord to withhold any part of the security deposit for damages.

Upon payment of a security deposit, Landlord has the following obligations

(1) The Landlord's obligation to conduct the inspection within 5 days before or after the Tenant's stated date of intended moving;
(2) The Landlord's obligation to notify the Tenant in writing of the date of the inspection;
(3) The Tenant's right to receive, by first-class mail, delivered to the last known address of the Tenant, a written list of the charges against the security deposit claimed by the Landlord and the actual costs within 45 days after the termination of the tenancy;
(4) The obligation of the Landlord to return any unused portion of the security deposit, by first-class mail, addressed to the Tenant's last known address within 45 days after the termination of the tenancy.
(5) The security deposit is not liquidated damages and may not be forfeited to the Landlord for breach of the rental agreement, except in the amount that the Landlord is actually damaged by the breach. In calculating damages for lost future rents any amount of rents received by the Landlord for the premises during the remainder if any, of the Tenant's term, shall reduce the damages by a like amount.

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A Landlord may not impose a security deposit in excess of the equivalent of two months' rent per dwelling unit, regardless of the number of Tenants. If a Landlord charges more than the equivalent of two months' rent per dwelling unit as a security deposit, the Tenant may recover up to threefold the extra amount charged, plus reasonable attorney's fees. An action under Annotated Code of Maryland Real Property §8-203 may be brought at any time during the tenancy or within two years after its termination

Failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the Tenant for a penalty of up to three times the security deposit withheld, plus reasonable attorney's fees.

Landlord does not consent to the Tenant's purchase of a surety bond.

Landlord will only accept the security deposit from one tenant and will only return that security deposit to the tenant that provided the security deposit, or their heirs or assigns should tenant decease. The tenant identified in this security deposit addendum is the one that paid the security deposit and the one to whom the security deposit will be returned.

Tenant's Signature Date

Signed by:
Elia Molina Trevino 10/19/2026
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Tenant's Signature Date

Tenant's Signature Date

Signed by:
Roberto Carrillo Bojorquez 10/17/2026
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Tenant's Signature Date

Owner or Authored Agent's Signature

Signed by:
Joseph B Sachetti 10/19/2026
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## RENEWAL OF LEASE TERM

☒ NONE: Tenant agrees to vacate the Property by the last day of the initial lease term. Notice shall not be required by either party.

Initials: Initial EMT Initial RCB _____ _____

☐ MONTH-TO-MONTH: This lease shall continue in force from month to month after the expiration of the Initial Lease Term. However, either party may terminate this lease at the end of the initial lease term by giving written notice to the other party at least 60 days prior to the end of the initial lease term. Either party may terminate the month-to-month lease by giving written notice at least 60 days prior to the last day of the desired final renewal month of the tenancy. Unless authorized in writing by Landlord, a month-to-month lease will end at the conclusion of the month which the 60th day falls. Tenant(s) will be responsible for paying rent until the conclusion of the month which the 60th day falls.

Initials:

_____ _____ _____ _____

☐ **YEAR-TO-YEAR**: This lease shall continue in force from year to year after the expiration of the initial lease term and any subsequent yearly term. Either party may terminate this lease at the end of the initial lease term or any subsequent yearly term by giving written notice to the other party at least 60 days prior to the end of the initial lease term or any subsequent yearly term.

Initials _____ _____ _____ _____

Tenant's Signature Date Tenant's Signature Date

Signed by: Elia Molina Trevino 10/19/2026
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Signed by: Roberto Carrillo Bojorquez 10/19/2026
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Tenant's Signature Date Tenant's Signature Date

Owner or Authored Agent's Signature Date Owner or Authored Agent's Signature Date

Signed by: Joseph B Sachetti 10/19/2026
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Docusign Envelope ID: 2F3F4FBB-120F-8912-834A-9263EBEA9F2B

Additional Lease Items

1. Tenants are to never flush any sort of wipes (including "flushable" wipes) or any sanitary products (including tampons) down the toilets, they must always be disposed of in a trashcan. If clogged plumbing is found to be the fault of the tenant, tenants will be responsible for full cost of repairs.
2. Tenants to change HVAC filters monthly. If a contractor is called out to the property for repairs due to dirty filters, tenants will be responsible for full cost of repairs.
3. Garbage disposals are NOT trash cans. Tenants must dispose of all food remnants before using the disposal. If broken or clogged and repairs are needed, tenants will be responsible for full cost of repairs.
4. Tenants are responsible for coordinating and paying for a professional deep cleaning prior to move out at lease end. Deep Cleaning must include appliances and carpet.
5. Tenant will be responsible for restoring the home to its original condition to how it was received. Minor scuffs, marks, or wear on painted surfaces that result from normal daily use would be considered normal wear and tear. However, if the paint is significantly damaged or there are excessive marks, stains, or changes to the color due to tenant negligence or misuse, it will be deemed beyond normal wear and tear.
6. If the tenant is locked out of the property, they will need to call a locksmith for entry into the home. If new keys are needed to be made, then property management company needs to be notified prior to this happening.
7. Tenants are responsible for any pests services that may be needed after the first 30 days of occupancy.
8. Tenant(s) agree to setup & maintain renters insurance for the duration of tenancy.
9. Smoking - neither the tenant(s), guests, nor any other person shall be allowed to smoke within the dwelling. Any violation shall be deemed a material violation of this Agreement. Tenant(s) understands that smoke from any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet, wax removal, additional paint preparation, replacing of drapes/blinds, countertops, or any other surface damaged due to burn marks and/or smoke damage. Said damages can/will be withheld from the security deposit if the agreement is violated.
10. Tenant(s) is responsible for snow removal, replacing light bulbs, lawn care & general upkeep & maintenance of the exterior. Any citations issued to the property for violations of the above, will be the responsibility of the tenant(s).

Signed by: Elia Molina Trevino 10/19/2026
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Tenant's Signature Date

Signed by: Roberto Carrillo Bgorques 10/17/2026
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Tenant's Signature Date

Tenant's Signature Date

Tenant's Signature Date

Signed by: Joseph B Sachetti 10/19/2026
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Owner or Authored Agent's Signature

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CUMMINGS & Co.
REALTORS
cummingsrealtors.com

# MARYLAND TENANTS' BILL OF RIGHTS RECEIPT

(Required by Cummings & Co. Realtors with all Maryland Residential Leases)

**FOR LEASE DATED:** 01/01/2027-05/31/2027 **BETWEEN**

**TENANT(S):** Roberto Carrillo Bojorquez & Elia Molina Trevino

**LANDLORD(S):** Cenmar Management LLC

**FOR PROPERTY KNOWN AS:** 2705 Ferry Bar Dr, Baltimore, MD 21230

For valuable consideration, receipt of which is hereby acknowledged,

**WE, THE UNDERSIGNED TENANTS ACKNOWLEDGE RECEIPT OF THE MARYLAND TENANTS' BILL OF RIGHTS.**

Signed by:
Elia Molina Trevino
FBEE708EF9BB4D1...
Tenant — Date: 10/19/2026

Signed by:
Roberto Carrillo Bojorquez
6AC39BDAC95541E...
Tenant — Date: 10/17/2026



**Cummings & Co. REALTORS®, 2314 Boston Street Baltimore MD 21224** Phone: **4108048249** Fax: **3301 Sollers Point**
**Karen Stefanides**
Produced with Lone Wolf Transact 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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STATE OF MARYLAND
REAL ESTATE COMMISSION

# Understanding Whom Real Estate Agents Represent

## THIS NOTICE IS NOT A CONTRACT

***In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"***

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

**If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller**

### Agents Who Represent the Buyer

**Buyer's Agent:** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

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**If either party does not agree to dual agency**, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. **You should carefully read all agreements** to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

---

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Cummings and Co (firm name) and Joseph Sachetti (salesperson) are working as:

**(You may check more than one box but not more than two)**

☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's/tenant's agent

Signed by: Elia Molina Trevino 10/19/2026
FBEE708EF9BB4D1...
Signature (Date)

Signed by: Roberto Carrillo Bojorquez 10/17/2026
6AC39BDAC95541E...
Signature (Date)

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)

**Rev. 10/1/2019**



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com **7471 Rabon Ave -**

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Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

# MARYLAND TENANTS' BILL OF RIGHTS

**(Effective October 1, 2026)**

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.

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.

(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)

## 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.

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- 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.
- Before accepting an application fee, landlords who rent five or more units must disclose in writing whether they use criminal histories to screen applicants.

**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.

**Criminal History Screening**

- Landlords are not required to screen an applicant's criminal history, but if they screen any applicant, they must screen all applicants.
- A landlord's decision not to check an applicant's criminal history or to rent units to applicants with criminal histories may not be the basis for a civil claim against the landlord.
- If you are applying for housing from a landlord with more than five units who screens applicants' criminal history, the landlord must make a conditional offer for housing before they screen your criminal history.
- Before making a conditional offer, a landlord can require you to disclose whether you have been convicted of the following crimes in Maryland or an equivalent crime in any other state:
    - A sexual offense,
    - Child pornography,
    - First- or second-degree murder,
    - Human trafficking, or
    - Any crime that has ever required you to register as a sex offender.
- If you are applying for federally assisted housing, a landlord can also require you to disclose whether you have ever been convicted of manufacturing, distributing,

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dispensing, or producing methamphetamine in federally assisted housing before making a conditional offer.

- Landlords can only withdraw a conditional offer for a substantial, legitimate, and nondiscriminatory reason if you have been convicted of:
  - a crime listed above, or
  - a felony in the five years before you applied for housing
- The landlord must notify you in writing why they withdrew the offer.
- You can request that the landlord reconsider the withdrawal of the conditional offer. You can provide written evidence that demonstrates:
  - there are inaccuracies in your criminal history record,
  - you have been rehabilitated since your criminal conviction, or
  - any other mitigating factors the landlord should consider.
- When reassessing applicants, a landlord must consider:
  - The nature and severity of the crime,
  - Your age at the time of the crime,
  - How long it has been since the conviction occurred,
  - Whether the crime occurred in your residence,
  - Whether the crime, if repeated, would impact the safety of other tenants, and
  - Any information provided demonstrating the applicant's rehabilitation and good conduct since the crime occurred.

**Paying Rent with an Income-Based Housing Subsidy**

- If you will pay your rent with an income-based housing subsidy, landlords cannot refuse to rent to you because of your:
  - Income,
  - Credit score,
  - Lack of credit score, or
  - Negative credit history that occurred when you didn't have the income-based housing subsidy.
- You, your subsidy paperwork, or documents provided by a public housing authority can confirm that you did not have a housing subsidy when your negative credit history occurred. The landlord can also request that a public housing authority confirm the dates that you had an income-based housing subsidy, but public housing authorities are not required to respond.
- Landlords can verify that you have enough income to pay the portion of the rent that is not covered by the subsidy and that you are required to pay. They must use the same rent-to-income ratios they use for tenants who do not use housing subsidies to pay their rent.

**Pet policy:**

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- 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:**

- If an animal meets the requirements of an assistance animal, they are not pets and must be 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, Subtitle 8-2A, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604; State Government Article of the Maryland Code, Section 20-705.1)

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## 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.

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  - 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, unless the lease requires more time.)

**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)

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## 3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee. If you make a partial rent payment, your landlord can charge a late fee only on the unpaid portion of your rent. The fee cannot be more than 5% of the late rent amount.
- 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, unless the notice is given with a notice of intent to terminate the current tenancy.
    - 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 unit receives water from a private well, your landlord must:

- Share the most recent test results with you when you sign your lease, and
- Test the water every three years and share the test results with you.

If the water is contaminated above the levels set by the U.S. Environmental Protection Agency or the Maryland Department of the Environment, your landlord must provide a drinkable water supply until the water is no longer contaminated. Within 60 days, your landlord must:

- Permanently address the contamination, or
- Give you the opportunity to end your lease.

Your unit must include air conditioning from June 1st to September 30th if:

- You live in a building with at least 10 rental units, and

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- Your landlord provided air conditioning after June 1, 2025 or your lease required your landlord to provide air conditioning, or
- Your rental unit is renovated and the electrical or heating systems are replaced or upgraded.

The air conditioning must be capable of cooling all habitable space in the unit to 80 degrees Fahrenheit, measured three feet above the floor. If your landlord controls the temperature, they must cool the unit to at least 80 degrees.

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 8-122, 8-208, 8-211, 8-212; Environment Article of the Maryland Code, Section 9-4A-04)

## 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 you believe it would help your rental application. However:
    - Your offer must be voluntary. You should keep written evidence of your offer and your landlord's response.
    - Your landlord may not ask for or suggest that you need to offer a larger security deposit for your application to be approved.
    - Your landlord cannot change or increase requirements or deny your application in order to convince you to offer a larger security deposit.
- Your security deposit may be up to two months' rent if:

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- You signed your lease before October 1, 2024 or
- You qualify for utility assistance from the Department of Human Services and your 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 deposit.
- 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.
- Your landlord must return the rest of your deposit with interest within 45 days. You and your landlord can use Rental Security Deposit Calculator (https://dhcd.maryland.gov/housing/renter-landlord-resources/rental-security-deposit-calculator) to determine the amount of interest you should receive.

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- If you were evicted or you abandoned your rental before the end of your lease, you must mail your landlord a written request to return your security deposit within 45 days of leaving the unit.

**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 perform a mold assessment 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:**

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- 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.

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**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)

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## 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 constructive 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.

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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

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- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

Unless required by federal law, landlords who own more than five units cannot publish ads saying they will not consider a tenant who has been arrested or convicted of a crime.

**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.

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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, 8-2A-07, 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 (dhcd.maryland.gov/Tenant-Landlord-Affairs)
Phone: 855-511-3423
Phone support is available in your language
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 (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.

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**Maryland District Court Self-Help Centers**
Contact Information and Hours varies by location:
Website: District Court Help Centers (www.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 (www.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.

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# Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

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# Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



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# Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

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## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

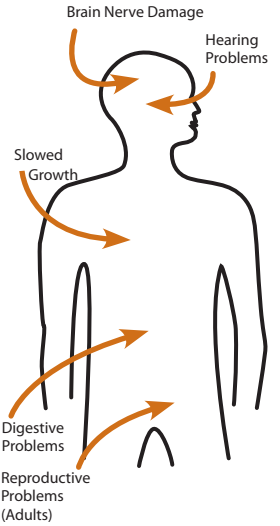
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# Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage




While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

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## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ($mg/cm^2$), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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## Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft$^2$) for floors, including carpeted floors
- 100 µg/ft$^2$ for interior windows sills
- 400 µg/ft$^2$ for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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# Renovating, Repairing or Painting a Home with Lead-Based Paint

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*




**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

**The National Lead Information Center**
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

**EPA's Safe Drinking Water Hotline**
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

**State and Local Health and Environmental Agencies**
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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# U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

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## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
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# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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EPA

# A Brief Guide to MOLD, MOISTURE, AND YOUR HOME

Indoor Air Quality (IAQ)

Docusign Envelope ID: 2F3F4FBB-120F-8912-834A-9263EBEA9F2B

*EPA 402-K-02-003*
*(Reprinted 09/2012)*

**This Guide provides information and guidance for homeowners and renters on how to clean up residential mold problems and how to prevent mold growth.**

*U.S. Environmental Protection Agency*
*Office of Air and Radiation*
*Indoor Environments Division*
*1200 Pennsylvania Avenue, N. W.*
*Mailcode: 6609J*
*Washington, DC 20460*
*www.epa.gov/iaq*

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# A Brief Guide to Mold, Moisture, and Your Home

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# MOLD BASICS

- **The key to mold control is moisture control.**
- **If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.**
- **It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.**

## Why is mold growing in my home?

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

## Can mold cause health problems?

Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-

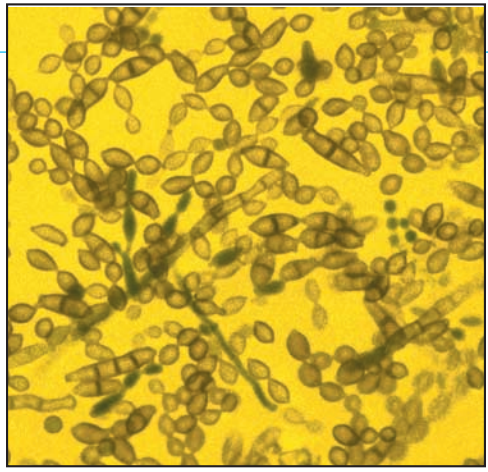
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allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

## How do I get rid of mold?

It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



*Magnified mold spores.*

**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

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# MOLD CLEANUP



*Leaky window – mold is beginning to rot the wooden frame and windowsill.*

**If you already have a mold problem –**

**ACT QUICKLY.**

**Mold damages what it grows on. The longer it grows, the more damage it can cause.**

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

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buildings, this document is applicable to other building types. It is available on the Internet at: www.epa.gov/mold.

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygenists (ACGIH), or other guidelines from professional or government organizations.

- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit www.epa.gov/iaq/pubs to download a copy of the EPA guide.

- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.

- If you have health concerns, consult a health professional before starting cleanup.

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# MOLD CLEANUP GUIDELINES

## Bathroom Tip

**Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.**



**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- **Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.**
- **Scrub mold off hard surfaces with detergent and water, and dry completely.**



*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*

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*Mold growing on a piece of ceiling tile.*

- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

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# WHAT TO WEAR WHEN CLEANING MOLDY AREAS



*Mold growing on a suitcase stored in a humid basement.*

**It is important to take precautions to LIMIT YOUR EXPOSURE to mold and mold spores.**

- **Avoid breathing in mold or mold spores**. In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about $12 to $25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

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- **Wear gloves**. Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

- **Wear goggles**. Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



*Cleaning while wearing N-95 respirator, gloves, and goggles.*

## How do I know when the remediation or cleanup is finished?

You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.

- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.

- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.

- Ultimately, this is a judgment call; there is no easy answer.

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# Moisture Control is the Key to Mold Control



*Mold growing on the surface of a unit ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY**. If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.
- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.

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*Condensation on the inside of a window-pane.*

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive ($10-$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

**Actions that will help to reduce humidity:**

- Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)

- Use air conditioners and/or de-humidifiers when needed.

- Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

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**Actions that will help prevent condensation:**

- Reduce the humidity (see preceeding page).
- Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- Cover cold surfaces, such as cold water pipes, with insulation.
- Increase air temperature.



*Mold growing on a wooden headboard in a room with high humidity.*

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**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

## Testing or sampling for mold

Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

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# HIDDEN MOLD



*Mold growing on the back side of wallpaper.*

**Suspicion of hidden mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating hidden mold problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

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**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.



*Water stain on a basement wall — locate and fix the source of the water promptly.*

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# ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/ humidity issues, visit:

**www.epa.gov/mold**



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: www.epa.gov/mold*

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# NOTES

**Acknowledgements**

**EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.**

**Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.**

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Indoor Air Quality (IAQ)