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Residential Property Lease Agreement

1. Identification of Owner/Manager and Tenant

On this 11-3-26 this Agreement made and entered into between Baltimore City Holdings, LLC _____ (hereinafter referred to as "Landlord/Owner") and Kanaya Mason (hereinafter referred to as "Tenant"). Each tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. Identification of Premises

Subject to the terms and conditions in this Agreement, Owner/Manager rents Tenant, and Tenant rents from Owner/Manager, for residential purposes only, the premises located at:

100 S Monastery Ave Baltimore, MD 21229

Owner to supply: [Refrigerator and Range, Washer and Dryer]. Tenant agrees to install only appliances compatible with the current receptacles and layout. Owner/ Manager will not modify existing hook ups to accommodate appliances that are not compatible.

3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenants listed in Clause 1 and Clause 3 of this Agreement.

The only people who may occupy the premises:

Qi-Moura N. Finwood-Mason Ka-Liyah D. Robinson-Mason

It is a violation of the lease to have any other people reside in the unit other than who is listed above.

Smoking of any kind is strictly prohibited inside the residence and will be subject to a $1,000 dollar cleaning fee. This applies to all Tenants and Tenant's guests.

4. Term of the Tenancy and Renewal

The initial term of this lease begins on 11-3-2026 and ends 11-30-2027 . If the tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. The lease shall be automatically renewed after the initial term, to a month-to-month lease.

5. Payment of Rent *Regular monthly rent*

The monthly rent shall be $ 1594 each month.

A. The rent shall be due and payable in advance on the **first day of each month,** except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent is considered late with fees enforced after the 5th of each month.

B. All rents paid by the tenants must be submitted through the rental portal provided by the property manager. Tenants can be evicted for not paying their portion of the rent payment and tenants agree to these terms.

C. Checks and money orders **are NOT accepted** as a payment option.

6. Late Charges

If Tenant fails to pay the rent in full before the end of the day after it is due, Tenant will pay Owner/Manager a late charge of $35. Owner/Manager does not waive the right to insist on payment of the rent in full on the date it is due.

A. *Notice to Pay or Quit*

1. If rent is not paid by the due date, Owner/Manager may serve tenants with a 3-day notice to pay rent.
2. If the Owner/Manager agrees to accept payment of rent in full and late fees after servicing notice, tenant shall in addition be subject to a $____ fee for preparing and serving the notice.

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7. Rent Increases/Rent payments

Owner/Manager may not increase the monthly rent amount during a lease term.

A. **Any rent collected will be applied first to any late fees, utilities owed, and any other fees accumulated according to the lease terms.**

B. This includes but is not limited to court fees, attorney fees and fines accumulated. It is the tenant's responsibility to pay any additional funds owed to pay the rent in full after any deductions.

8. Security Deposit

A. **UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT BE USED AS LAST MONTH'S RENT** A. On signing of this lease, a security deposit in the amount of $ 1594 will be used to cover any damage. Security deposit must be paid upon signing this lease, failure to do so will result in a lease violation. Security deposit must be paid in full within 30 days and Failure to pay security deposit as discussed will lead to eviction action being taken.

1. No damage, other than normal wear and tear, has been done to the premises, the furniture, or other personal property.
2. The premises are left clean. Owner/Manager may deduct a portion of deposit to pay for certain cleaning if premises are not left clean.
3. All utilities that are the tenants' responsibility have been paid for in full and utilities have been properly notified of the tenants' departure.
4. As the tenant was in place prior to the purchase of this property the tenant will not hold the new owner responsible for any existing defects/damage. Tenant is accepting the unit as is.

B. **The Owner/Manager may use all or a portion of this security deposit as may be reasonably necessary to:**

1. Remedy tenants' defaults in payment of rent.
2. Clean premises if left unclean by tenants.
3. Repair damages caused by tenants to premises.
4. Remedy any other non-compliance with the terms of this agreement.
5. Upon termination of the tenancy, return the premises to Owner/Manager in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear.

C. If any portion of the security deposit is used during the term of the tenancy to cure a default in rent or to repair damages, tenants agree to reinstate security deposit to its full amount within 7 days of written notice delivered to tenants by Owner/Manager in person or by mail.

9. Utility Services

A. Gas will be supplied by Tenant

B. Electricity will be supplied by Tenant

C. Water, sewer, and trash pickup fees will be paid by the Owner

1. Tenant agrees to obtain and be directly billed by all utility companies for any services to be supplied by Tenant and to pay them on time.
2. Owner/Manager agrees to be directly billed by all utility companies for any services to be supplied by Owner/Manager.
3. **Tenants must have all utilities transferred into their name upon signing of the lease**.
    a. Failure to do so will constitute a lease violation.
    b. If the tenant is responsible for water and sewer charges, those bills will be paid first out of any funds paid, even if the tenant marks the payment as rent.

10. Thermostat and HVAC Clause

Tenant acknowledges that they were properly informed on the correct and required usage of the thermostat and HVAC system.

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A. The thermostat must never be set to the on position.

1. The thermostat can only be set to the off or Auto position for proper use.
2. If it is found that damage to the furnace was caused by the tenant having the unit constantly run in the on position the tenant will be responsible for all costs associated with the repair.

B. **Loss of heat or a non-functioning furnace is not an emergency if the exterior temperature is above 45 degrees.**

11. Tenant's Maintenance Responsibilities

A. Tenant will keep the premises clean, sanitary and in good condition.

B. Tenant will dispose of all garbage and other waste in a clean, safe, and sanitary manner.

C. Tenant is responsible for all exterminating and pest control including but not limited to flying insects, and ants. *(The exception is for mice if the unit is found in clean and sanitary condition.)*

D. Tenants will not use space heaters, air conditioners and deep freezers.

E. Tenant will immediately notify Owner/Manager by completing a maintenance request through RentRedi ***(Text Messaging and phone calls are not an acceptable method of maintenance requests).***

F. Tenant is responsible for reimbursing Owner/Manager, on demand by Owner/Manager, for the cost of any repairs to the premises due to damage by Tenant or Tenants guests or business invitees through misuse or neglect.

1. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition.

G. Tenants in a Single-Family Residence are responsible for all yard care, grass cutting and snow removal.

1. If Tenant fails to maintain proper grass cutting or snow removal responsibilities per agreement on rent determination the owner/manager will have it performed at a **rate of $100 per occurrence.**
2. **The yard must be cut at minimum every two weeks.**

H. **Tenant is responsible for replacing all lightbulbs and batteries in thermostats**.

1. If the tenant places a work order and it is found that the services performed were due to the changing of a light bulb or battery, a $100 **service and labor charge** will be billed to the tenant.

I. Tenants agree that storing items in the basement or garage is at their own risk.

1. Owner/manager will not be responsible for damage due to water intrusion, sewer backups, theft or any other damage.

12. Damages, Repairs and Alterations by Tenant

A. Tenants agree to pay for all damage to the premises done by the tenants or their invitees.

1. Tenants agree not to paint, paper, alter, redecorate, or make repairs to the dwelling.
2. Tenants agree to keep the premises in good order and condition and to pay for any repairs caused by their family or invitees.

B. Owner/Manager agrees to undertake as soon as possible all repairs necessary to make the premises habitable and to correct any defects, which are hazardous to the health & safety of the occupants, upon notification by tenant of the problem.

1. If the Owner/Manager cannot reasonably complete such repairs within 10 days, he shall keep tenants informed of the work progress.
2. All requests by tenants for service and repairs, except in the case of an emergency, are to be in the form of writing via the RentRedi App.

C. It is mutually agreed that it is the tenants' responsibility to repair certain items, such as windows broken or damaged after tenants' occupancy, at tenants' expense.

1. If tenants are unable or unwilling to repair broken or damaged windows within 3 weeks, the Owner/Manager may make such repairs and charge tenants.
2. The cost of the repairs must not exceed the lowest bid by a competent worker.

D. **As of occupancy, Owner/Manager warrants that all plumbing drainage is in good working condition.**

1. Tenants thereafter agree to pay for removing all stoppages caused for any reason except

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for roots, defective plumbing, backup from main line, or undefined causes as determined by the plumber who clears the line/blockage. **Clogged drains are not an emergency.**

E. Tenant shall not unreasonably withhold consent for Owner/Manager or his authorized agent to enter the dwelling unit to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for Tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors.

1. Except as provided by law, or as authorized by the prior written consent of Owner/Manager, Tenant will not make any repairs or alterations to the premises.

F. Tenant will not, without Owner/Manager's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system.

1. Tenant will provide Owner/Manager with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

13. Violating Laws and Causing Disturbances

A. Tenant is entitled to quiet enjoyment of the premises.

B. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to:

1. Violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; including the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially like any section in either of those Chapters, which relate to controlled substances.
2. Commit waste (severe property damage) as well as refrain from any illegal activity that impairs the physical or social environment of the dwelling.
3. Create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
4. Loud noises such as music, television, or loud operation of appliances or machinery or any other device is prohibited between 10:00 P.M. and 8:00 A.M. Tenant shall comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes.
5. Tenant should also refrain and forbid any other person who is on the premises with his/her permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.

14. Pets

NO animal, bird, or other pet shall be kept on the Premises without the prior written consent of the Owner/Manager. Any pet kept on the Premises must be specifically approved and listed below.

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Any pet not listed above is not approved. If the Tenant acquires or keeps an unapproved pet, it shall constitute a violation of this Lease, and the Owner/Manager may assess applicable fees and require removal of the unauthorized pet as permitted by law.

15. Owner/Manager's Right to Access

Owner/Manager or Owner/Manager's agents may enter the premises in the event of an emergency, to make repairs, decorations, alterations, or improvements or to deliver parcels that are too large for Tenant's mail facilities or to show the premises to prospective buyers or tenants. Owner/Manager may also enter the premises to conduct Inspections or other needs with a posted 24-Hour Notice.

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Tenant may not refuse entry when a 24-hour notice is posted per MARYLAND revised code Chapter 5321; Section 5321.04

16. Owner/Manager Maintenance Responsibilities

As we will make every effort to perform any needed service calls as quickly as possible, we are not on call 24 hours a day-7 days a week.

A. Service requests are to be made through the portal system maintenance request function.

1. Someone will contact you to make the necessary arrangements **within 48 Hours.**
2. If these requests are made on a weekend or holiday someone will contact, you on the next business day after.

B. **NON-Emergency** Items Include and are not limited to the following: Clogged drains, immediate loss of hot water, any parking issues, any neighbor issues, any damage caused by the tenants or their guest regardless of the incident, loss of heat when exterior temperature is above 45 Degrees, yard maintenance issues of any kind.

C. If the tenant makes a service request and the issue was caused by the tenant, their guests, they have confirmed with management that their directions were followed and it was found that they were not, or negligence for failing to follow the other provisions in this lease the tenant will be subject to a $100 trip charge.

17. Possession of the Premises

A. **Tenant's failure to take possession.**

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

B. **Inspection**

Prior to taking occupancy, Tenant agrees to inspect the premises and any personal property therein and to execute an inspection sheet which shall become part of this agreement.

18. Drains and Plumbing

Tenant has been notified that a drain and plumbing inspection has been performed on the unit and all drains have been found to be clear and in working order.

A. Wipes of any kind are not to be flushed down any toilet, only toilet paper is able to be flushed.

B. Food, grease, cooking oils and other kitchen debris is not to be rinsed down any sink.

C. If any drains become clogged due to tenants not following the above guidelines the tenants will be responsible for the cost of clearing the drain. This charge will be collected immediately upon completion of the drain clearing.

19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover their costs including reasonable attorney fees and court costs.

20. Disclosures

Tenant acknowledges that Owner/Manager has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

21. Vehicles

Owner/Manager shall provide no covered parking area for Tenant.

A. Tenants are not guaranteed a parking spot in the driveway.

B. Owner/Manager will not facilitate or get involved with neighbor/tenant parking disputes.

C. Visitors or guests should also park their vehicles in public areas, not the driveway.

D. DO NOT PARK ON LAWN OR GRASS.

22. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

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23. Insurance/Incidents of damage
The Owner/Manager shall obtain fire insurance to cover the premises.
A. Tenants are aware that Owner/Managers insurance does not cover tenants' personal property and they are encouraged to secure a tenants insurance policy.
B. In the event of a fire or casualty damage caused by tenants, they shall be responsible for payment of rent and for repairs to correct the damage.
C. If a portion of the premises should become uninhabitable due to fire or casualty damage due to no fault of the tenants, they shall not be responsible for payment of rent for that portion.
D. Under no circumstances will the owner/manager be responsible for any liability for any damage to any of the tenants' personal belongings under any circumstances.
E. **Tenants are required to obtain tenant insurance**.

24. Negligence
Tenants agree to hold the Owner/Manager harmless from claims of loss or damage to property and injury or death to persons caused by the negligence or intentional acts of the Tenants or their invitees. Including loss of heat.

25. Yard Maintenance
Tenants shall be responsible for maintaining the yard.
A. The yard shall be kept clear of rubbish and weeds. Lawns, shrubs, and surrounding grounds shall be kept in reasonably good condition (i.e., the lawn will be less than 4 inches high and mowed at least once every two weeks if necessary).
B. In the event Tenants do not maintain premises in reasonably good condition, Owner/Manager at his option may provide landscaping service that will be paid for by Tenants.
C. Tenant is also responsible for snow removal in the driveway and sidewalk and agrees not to hold the Owner/Manager liable or negligent for any accident caused by ice, rain, or snow.

26. Grounds for Termination of Tenancy
The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the Tenancy, with appropriate notice to tenants and procedures as required by law.
A. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner/Manager is granted the right to take immediate possession, and to exclude Tenant from premises. Owner can provide the tenant with a 30-day notice to cancel the lease or hap contract without cause.
B. If Tenant abandons the property and gives evidence of the abandonment, such as moving out, leaving residence unsecured, or terminating the utility service during the term of the lease, this shall constitute breach of Tenancy and the Owner/Manager has the right to take immediate possession of premises.

27. Entire Agreement
A. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner/Manager or Tenant. Any modifications to this Agreement must be in writing signed by Owner/Manager and Tenant.
B. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

28. Other Owner/Manager Obligations
Owner/Manager shall comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety. Lockout law.

If Tenant requires landlord or associate to unlock doors, tenant agrees to pay landlord/associate a $100 fee per lock that needs to be replaced. If the tenant loses their keys or locks themselves in or out it is up to the tenant to contact management and absorb all costs associated with it.

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29. Termination or Non-Renewal of the Lease

A. Tenant may elect not to renew this lease without cause at the end of the lease term by giving Owner/Manager prior written notice delivered to Manager no less than 31 days in advance of the proposed termination date.

B. During any lease term, Owner/Manager may terminate this lease for any serious tenant violation of the lease.

C. Owner/Manager may elect not to renew this lease without cause at the end of any lease term by giving Tenant prior notice of not less than 30 days in advance of the proposed termination date.

D. When this lease requires notice by Tenant or Owner/Manager, the notice must be in writing.

E. Tenant's signature and Owner/Manager's signature below acknowledge that both have read this Residential Lease, understand it, and agree to abide by the terms of said Lease.

BoldSign

Owner/Manager: Keith Roberts

Keith Roberts 2b9b4e03-bade-4ffa-9473-347e2098a65f (Print name)

Date 11/02/2026

BoldSign

Tenant Kanaya Mason

Kanaya Mason a1b84998-b970-45c3-a206-a1f45fe9f053 (Print name)

Date 11/02/2026

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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 (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
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

Maryland District Court Self-Help Centers
Contact Information and Hours varies by location:
Website: District Court Help Centers (courts.state.md.us/helpcenter/inperson/dc)
If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

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

The People's Law Library of Maryland
Website: The People's Law Library of Maryland (peoples-law.org)

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

Services provided:

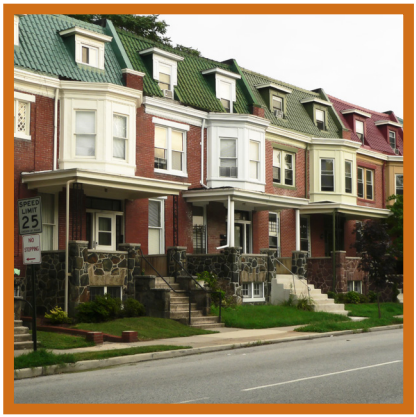
- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.

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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

January 2026

English

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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, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair 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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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 risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- 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 a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt 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 dust that may contain lead on them.



Lead is dangerous to a developing fetus.

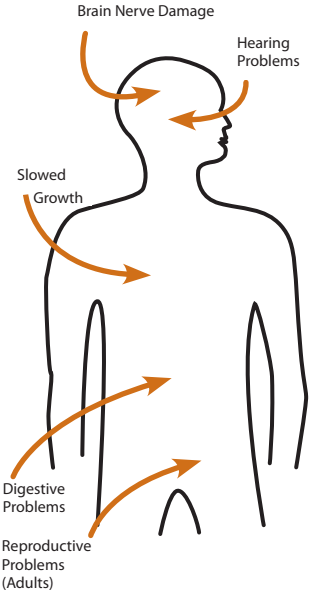
- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

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Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can 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.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- 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 (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

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

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

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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 and childcare facilities built before 1978 may 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
- 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 (intact) 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 any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

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 in dust or soil—which you may not be able to see—can both 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

Hire a certified lead professional to 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 or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory



- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint 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, if it 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. Closely monitor areas that are known to have lead-based paint.

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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 do any of the following:

- 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
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **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 711.

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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 bedtime.
- 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-, Tribal- 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 a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

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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-, Tribal- 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, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

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.
- Hire a certified lead abatement contractor to permanently address lead hazards. 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 set by their state or Tribe or by the federal government.

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Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 40 µg/ft^2 for interior window sills
- 100 µg/ft^2 for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning 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, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

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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 or Tribal 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. These prohibited methods 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 and then checked to confirm adequate cleanup.
- **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 in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

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 (See below).

Remember that 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. 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, 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 use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

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.

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Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. 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, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. 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 or varnish. 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.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[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 above 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 toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

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 toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties 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, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

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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: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

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

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

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

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

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

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

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

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

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
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. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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U.S. EPA
U.S. CPSC
U.S. HUD

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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.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare 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).