

KNOW WHAT'S IN YOUR LEASE

The state of Maryland has enacted legislation that prohibits certain provisions in a residential lease. The following are some clauses in residential leases that are now prohibited by Maryland law. If you encounter such provisions in your lease agreement, know that your lease is still valid; however, the prohibited provisions are not enforceable in a court of law. If your landlord attempts to enforce or makes known to you that he/she has intent to enforce such a provision, you as the tenant may be able to recover any damage you incur as a result, including reasonable attorney's fees. Contact BNI at (410) 243-6007 for further information.

- The lease may not authorize a confessed judgment, whereby you waive all rights to defend yourself
- The lease may not impose a late rent penalty higher than 5% of the amount owed
- The lease may not impose a late rent penalty higher than \$3 a week where rent is paid weekly (not to exceed \$12 a month)
- The lease may not give the landlord the right to evict or take any of your personal possessions without a court judgment
- The lease may not provide for less than 30 days' notice to terminate your lease

Also, note that a landlord may not take possession of a tenant's property without using the legal process. The lease must have been terminated by both parties, and the tenant must have abandoned his property.