

PROPER NOTICE

Many tenants and landlords, especially those involved in month-to-month oral tenancies, have no idea that a proper written notice is required in order to change the terms of the tenancy (to end the lease, raise the rent, etc.). Baltimore City law requires the landlord to give at least 60 days' written notice before the end of the year, month, or week that the tenant is to leave. Normally, the tenant is required to give only a 30 days' notice (for example, a tenant on a monthly tenancy deciding in December that he wants to leave, should give the landlord a written notice by December 31 and vacate by January 31).

Outside of Baltimore City, state law requires the landlord to give a minimum written notice of a week for a weekly tenancy and a month for a monthly tenancy. The tenant is required to give a minimum written notice, usually equal to what the landlord is required to give.

Both parties may, however, agree to a longer period to give notice, so long as the tenant is not required to give more notice than the landlord must give.

The day of delivery is not counted as a part of the notice time. Notices should always be given with time to spare, because being one day late can invalidate the notice. The notice may be hand delivered or sent by mail. Many people send notices by first class certified mail. The courts generally presume delivery three days after mailing. (If a notice is sent by certified mail return receipt, and the recipient is not home, or does not go to the post office to pick up the mail, then it can be argued that the notice has not been delivered.)

A landlord may give a written 30-day breach of lease notice which states the alleged cause at any time during the tenancy. In Baltimore City, the notice must be given before the end of the week or month that the landlord wants the tenant to leave. Outside of Baltimore City, the landlord can give an immediate written 30-day breach notice. The tenant, of course, can contest the notice.