

POINTS TO CONSIDER IN THE TENANT/LANDLORD RELATIONSHIP

The following points to consider will give you an idea of the things to look for or avoid when renting property. Also consider how you are treated by the landlord when you are looking at the space – if the landlord is difficult up front it is likely he/she may be difficult to deal with in the event of a real problem.

- (1) Carefully examine the room or apartment that you are interested in renting, as well as the property in general. If the property is not presently in good condition, it is not likely to improve in the future.
- (2) Any agreements between you and your landlord should be put into writing as a part of your lease. This way you can be certain that there will be no misunderstandings in the future. Be wary of whether agreements between you and your landlord will be fulfilled should they refuse to put such agreements into writing.
- (3) If possible, speak with other tenants in the building you are interested in living in prior to giving your landlord a deposit. Ask the tenants: how are they treated by the landlord? Does the landlord respond promptly to maintenance requests? Is the building reasonably sound-proofed? Are the landlord's rent increases reasonable? By speaking with other tenants, you can obtain more reliable information about the property you are interested in renting prior to entering into your lease.
- (4) Never pay in cash without receiving a signed receipt from your landlord. If you cannot read your landlord's signature, be certain to ask him/her to print his/her name below the signature.
- (5) Do not give your landlord a deposit or the first month's rent without being certain that you want to live in the unit. If you change your mind after paying the rent or deposit, your landlord can hold you responsible for all rent due in a court of law. Do not deal with a landlord who demands a deposit before allowing you to see the premises. Do not rent a place unless you have seen it!
- (6) Be certain you know whether you are a roomer or a tenant, and that you know the implications of each classification.

A roomer is an individual who primarily rents a single room. A roomer can be expected to have reasonable access to a bathroom and to the kitchen but not to all areas of the house. By law, in Baltimore City a roomer must be given at least 30 days written notice if the owner wants a roomer to leave or if he/she wants to raise the rent, etc. Elsewhere, various District Courts have different requirements for the length of notice needed. You should call the clerk of your local District Court to find out what your local requirements are.

A tenant is someone who rents an apartment or a house. In Baltimore City, a tenant who rents on a weekly or monthly basis, or who has a year's lease, must be given written notice at least 60 days prior to the end of the tenancy if the

landlord wants to change the terms of the tenancy or to terminate the tenancy. The tenant should give 30 days written notice prior to the end of the tenancy if he/she wants to leave, unless the terms of the lease specify otherwise.

If you equally share a whole house or apartment with someone, and you pay half of the rent, then you are a tenant and not a roomer.

- (7) If your landlord uses a written lease, be sure to read the terms of the lease carefully and to fully understand the lease before you sign it. Be aware of the significance of an automatic renewal clause, found in many leases.
- (8) Your landlord is in the best position to collect utility payments from tenants of the building. It generally is not a good idea to take responsibility for collecting other tenants' shares of the utility bills; make sure that the utility bills in your name are for your share of the utility costs only.
- (9) Your landlord should present you with a clean and decent place to live. The property should be in compliance with the local housing code. If a landlord refuses to make repairs, the tenant should call the agency responsible for enforcing the local housing code. (Baltimore County – (410) 887-3650; Baltimore City (410) 396-4176). If the lack of needed repairs could endanger the tenant, the tenant can put the rent in escrow (contact the JHU Off-Campus Housing Office for more information, 410-516-7961).
- (10) The tenant has the responsibility of paying his/her rent on time, and to treat the landlord's property with care. Unless there is a stated grace period, the landlord can file suit in rent court if the tenant is one day or more late in paying his/her rent (late charges are limited to 5% of the monthly rent; \$3.00 for weekly rent). The landlord can hold the tenant responsible for any damage caused to the property by the tenant.
- (11) If a tenant breaks a lease, the landlord can hold the tenant responsible for any reasonable loss incurred by the landlord: such as the cost of re-advertising the property, any damage to the property, any loss of rent (limited to two months' rent in Baltimore City and Anne Arundel County), etc. This applies whether the tenant leaves of his/her own accord or is asked to leave by the landlord/court because the tenant is in breach of lease (call BNI for more information).
- (12) A landlord must go through the court system for past due rent, alleged breach of lease, when a tenant remains in a property after the lease has expired, etc. A landlord may not take the law into his/her own hands.
- (13) Maryland has a strong security deposit law. Usually, the security deposit required is equal to one month's rent; the deposit cannot be more than two months rent. For deposits of \$50 or more, interest is to be paid at the end of the tenancy at the rate of 4% for every 6 month period that the landlord has held the deposit. The landlord can charge the security deposit for lost rents, physical damage to the property beyond ordinary wear and tear, etc. However, these deductions should be itemized, and presented to you in writing upon request.
- (14) Discrimination in housing based on race, religion, color, national origin, sex, mental or physical handicap, marital status, or against families with children is prohibited by

federal, state and local laws. In Baltimore City, discrimination in housing based on sexual orientation is also illegal.