

# Landlords 3 @ 6 Tenants

Tips on Avoiding Disputes

MARYLAND ATTORNEY GENERAL'S OFFICE  
Consumer Protection Division

# From the Attorney General's Office

Dear Consumer:

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## Inside

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## Application Fees

*Q. Renee applied for an apartment and paid a \$25 application fee. The next day she found another apartment she liked better. She asked the first landlord if he would refund her application fee, but he said the fee was nonrefundable. Did the landlord have the right to keep the fee?*

**A: Yes. A landlord may keep an application fee of \$25 or less.**

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## Leases

*Q. Larry made an oral agreement with a landlord that he would rent an apartment on a month-to-month basis for \$600 a month, that he would pay the utilities, and move in on the 15<sup>th</sup> of the following month. Is this a legal contract?*

*A. Yes. Oral leases are legal for lease terms of less than one year. However, a written lease is strongly recommended to help landlords and tenants avoid disputes*

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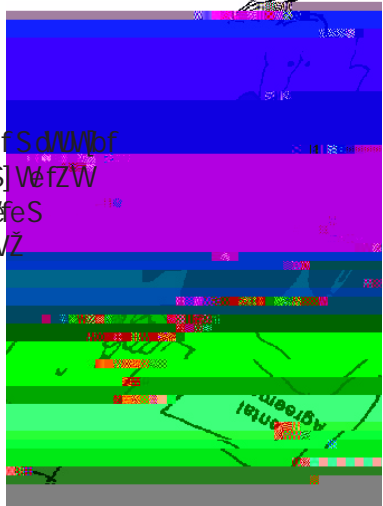
### Advance Copy of the Lease

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### Rent Receipts

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## Security Deposits

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A. No, not the entire amount. A landlord may only withhold from the security deposit an amount equal to actual damages suffered. The landlord didn't incur any expenses in re-renting, and there was no damage to the apartment, so his only loss was the three days of lost rent.

Q. Carrie lived in an apartment for five years. When she moved out, the landlord kept her security deposit to repaint the apartment and replace the living room carpet. Was the landlord entitled to keep the money?

A. No. Unless Carrie damaged the carpet or the walls beyond ordinary wear, the landlord could not keep any money from the security deposit. A landlord may not keep a tenant's security deposit to pay for touch ups & replacements needed due to normal wear and tear.

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## Rental Property Surety Bonds

**Q** Hardd paid a \$200 premium for a surety bond when he moved into his apartment. After he moved out, the landlord performed an inspection of his unit and sent a letter stating that Hardd owed \$150 for damage done to the bathroom and requested payment for the damages. Is Hardd still responsible to pay for these damages even though he paid for a surety bond?

**A** Yes. When renting an apartment, a landlord may accept a surety bond as an alternative to the tenant providing a security deposit. While both protect the landlord against damage to the rented property, failure to pay rent, or expenses

*You cannot be required to purchase a surety bond and, instead, can give your landlord a security deposit.*

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### “Damage” or Normal Wear and Tear?

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### Right To Take Possession At Beginning Of Lease

*Q. Zack was supposed to move into his new apartment on March 1st. However, the previous tenant did not move out on time and the landlord said the apartment would not be ready until the 6th. What could Zack do?*

*A: Zack had the right to cancel his lease and get back any prepaid rent or security deposit he had paid to the landlord. If he chose to wait for the apartment, he could find temporary lodging, put his furniture into storage, and have the landlord pay for those expenses as well as additional moving expenses. He would not owe rent for the days he was not able to occupy the apartment.*

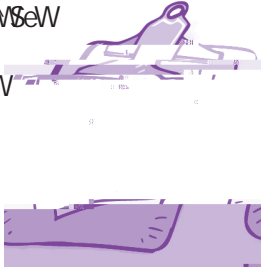
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**Lease Renewals**

*Q. Linda knew she had to give her landlord 30 days' notice before moving out. Six weeks before the end of her lease, Linda told a rental office employee that she would move out at the end of the lease. Later, the rental office notified her that her lease had automatically renewed, because she hadn't given the notice in writing, as required by the lease. Was the landlord allowed to do this?*

*A: Yes. To protect yourself, always give the landlord notice of your intention to move out IN WRITING, and keep a copy for yourself.*

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## Rent Escrow When The Landlord Fails To Make Repairs

*Q. During the winter months there was very little heat in Sally's apartment. After calling the landlord several times about the problem, she sent a written complaint that was ignored. Sally then reported this condition to the city housing inspector, who issued a notice of violation to the landlord. Can Sally stop paying rent until the landlord fixes the problem?*

*A. No, if she stopped paying rent the landlord could evict her. However, Sally has the right to have adequate heat in her apartment. By following certain steps, she can deposit her rent money into an escrow account established at the district court instead of paying rent to her landlord.*

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## What Maryland Law Provides

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# More Information

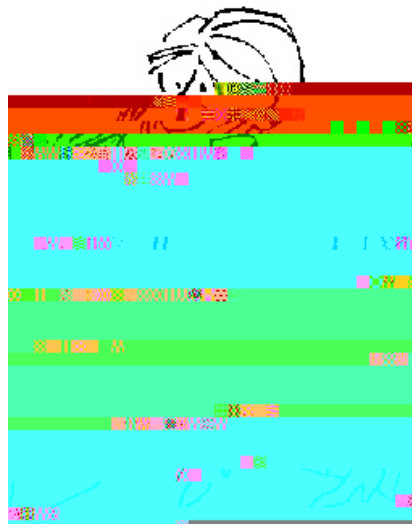
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# Assistance With Rental Problems

## The Attorney General's Office

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## Downtown Baltimore Office

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## Branch Offices

### Cumberland Telephone Assistance

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### Frederick Telephone Assistance

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- **Prince George's County Office**  
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**Other Resources**

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**Baltimore Neighborhoods, Inc.**

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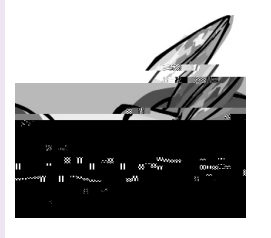
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## Some Laws Concerning Landlord-Tenant Issues in Maryland

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## Frequently Asked Questions

**My landlord has not repaired my dishwasher. Can I hold back part of my rent until he does?**

**The landlord says I damaged the carpet, but the stains were there when I moved in. What can I do?**