

## LANDLORD-TENANT LAW



### JOINT BASE ANDREWS LAW CENTER

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This handout provides an overview of the terms and concepts involved with landlord-tenant issues.

#### WHAT IS A LEASE?

A lease is an agreement between a tenant and landlord; it may be written or oral. If the lease is oral, then the property is usually being rented month-to-month and the tenant must give at least 30 days' notice before moving out. When there is a written lease requiring a tenant to stay for a specific period of time (i.e. one year), the terms of the agreement cannot be changed without the consent of both the landlord and tenant.

Before you sign a lease, *READ EVERYTHING CAREFULLY!* Make sure that all promises made by the landlord are included in the written lease. Keep a copy of the signed lease for your records.

#### RENTERS' BASIC RIGHTS

Common renters' rights likely to be addressed by your state's landlord-tenant law:

- Protection from unlawful discrimination under the Fair Housing Act;
- Habitable conditions—rental units should be in compliance with health and housing codes (i.e. structurally safe, sanitary, weatherproofed, and include adequate water, electricity, and heat);
- Landlord must make necessary repairs and perform maintenance in a timely manner;
- Landlord must provide adequate notice before entering premises (usually 24 hours);
- Landlord cannot change locks, shut off your utilities, or evict you without notice (eviction requires a court order);
- Landlord cannot seize personal property for nonpayment of rent; and
- You have the right to be present when landlord inspects rental unit for damages at end of lease.

## ILLEGAL PROVISIONS IN LEASES

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. These include any provision which:

- Requires the tenant to waive any rights under the Landlord Tenant Act;
- Requires the tenant to waive right to defend against the landlord's accusations in court;
- Limits the landlord's liability in situations where the landlord would normally be responsible;
- Allows the landlord to enter the tenant's rental unit without proper notice;
- Requires the tenant to pay for all damage to the rental unit, even if the damage is not caused by any fault of the tenant;
- Requires the tenant to pay the landlord's attorney's fees under any circumstances if a dispute goes to court; and
- Allows the landlord to seize a tenant's property for nonpayment of rent.

#### TERMINATING LEASE DUE TO MILITARY ORDERS

The Servicemembers' Civil Relief Act (SCRA) permits termination of residential leases by active duty service members who subsequently receive orders for a permanent change of station (PCS) or a deployment for a period of 90 days or more. This eliminates the need to request a military termination clause in leases. The termination is effective 30 days after the next monthly payment following *notice to the landlord* with a copy of your orders. Termination due to military orders is effective for both spouses, if listed on the lease agreement.

#### SECURITY DEPOSITS

Many states limit the amount landlords can charge for security deposits. In Virginia and Maryland, the limit is the equivalent of 2 months' rent. In D.C., the limit is the equivalent of the first month's rent. Also, most states require landlords to return refundable portions of security deposits within 14 to 30 days after the tenant has vacated the premises, even in the case of eviction. In Maryland, the deadline is 30-45, depending on whether the tenant has been evicted or abandoned the premises. In Virginia, the deadline is 30 days, and in D.C. it is 45 days. Landlords cannot

deduct damage resulting from normal wear and tear from security deposits and may be required to give an itemized report of any deductions.

If the landlord fails to return any of the security deposit, the tenant should request it in writing. The tenant may also sue in court for part or all of the deposit. In Maryland, if the landlord fails to return the security deposit without good reason, the tenant can sue for up to three times the withheld amount.

### **HELPFUL TIPS**

Prior to moving into the rental property, walk through with the landlord. Upon move-in, document via photographs and/or written account of any existing damage or defects. Make sure to maintain records of any existing damage to mitigate possible claims by the landlord to keep portions of your security deposit.

### **EVICCTIONS**

The only legal way for a landlord to physically move you out of a rental unit is by suing you in civil court and obtaining a judgment against you. If successful, the court will order the sheriff to remove you from the premises. Generally, a landlord can evict you for nonpayment of rent, holding over (failing to move out when your lease ends), or breaking some part of your lease.

If you receive a “summons” requiring you attend a hearing for an eviction action, you should seek help from an attorney. To schedule an appointment with a legal assistance attorney in our office, please call (240) 612-5750.