

Room Rental Dwelling Lease

The Montgomery County **Room Rental Brochure** is available at:

www.montgomerycountymd.gov/hca

This Lease Agreement is made between _____, Tenant and _____, Landlord.

The Landlord leases to the Tenant(s) a room(s) at _____

_____, Montgomery County, Maryland. The term of this agreement is _____ month(s), beginning on the _____ day of _____, _____ and ending on the _____ day of _____, _____.

The rent is _____ Dollars (\$) and should be paid in equal monthly installments, in advance of the _____ day of each month ("Rent Due Date").

Tenant agrees to pay rent to _____ (Landlord/Agent) at _____.

Failure to pay rent at the specified time is a default of this Agreement and the Landlord may use any remedy available under the terms of this Lease and/or applicable law.

Each Tenant is responsible individually and together to Landlord/Agent for full performance under the terms of this Lease Agreement and for compliance with applicable law.

ADDITIONAL CHARGES

1. Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that if he/she fails to pay any installment of rent within ten (10) days of the date due, Tenant must pay Landlord, in addition to the rent, a late charge of five percent (5%) of the unpaid rent then due. **The ten (10) days is NOT a grace period.** and the rent is due and payable on the _____ of each month. The tenant must pay the late charge as additional rent together with the rent then overdue. A service charge (which cannot exceed the maximum permitted by state law) of Thirty-five Dollars (\$35.00) will be automatically charged each time a check is returned unpaid for any reason by the Tenant's bank.

RECEIPTS

2. Landlord agrees to provide to the Tenant a written receipt for payments of rent if the Tenant pays with cash or a money order or, upon Tenant's request for a receipt. This Lease shall serve as a receipt for the aforementioned security deposit.

SECURITY DEPOSIT

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of _____ Dollars

(\$_____), which sum does not exceed two (2) months' rent. This money will be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension or holding over period. The money may also be applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease.

Tenant may not use the security deposit as rent and he must not apply the security deposit as the last month's rent.

The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution, which does business in the State of Maryland, devoted exclusively to security deposits, within thirty- days (30) after the Landlord receives it. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must provide the Tenant, by first class mail, directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the deposit to the Tenant together with simple interest, which will accrue in the amount of three percent (3%) per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord/Agent, provided the said security deposit is Fifty Dollars (\$50.00) or more.

The foregoing provisions do not apply to any Tenant who has abandoned the premises or been evicted unless the Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.

In the event of a sale of the property or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the new Landlord/Agent. After the transfer is made and after written notice is given to the Tenant with the name and address of the new Landlord/Agent, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his/her security deposit. This provision will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event the Tenant makes a rightful or permitted assignment of this Lease to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent has no further liability to return the security deposit to the Tenant.

The failure of the Landlord to comply with the Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to 3 times the Security Deposit withheld, plus reasonable attorney's fees.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord in the Tenant's presence so the Landlord can make a written list of damages that exist at the commencement of the tenancy if the Tenant makes this request to the Landlord by certified mail within fifteen (15) days of the Tenant's occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs except as specified by this Lease or as required by law.

At the termination of the tenancy, the Tenant has the right to be present at the time of inspection to determine if there is any damage to the premises if Tenant notifies Landlord by certified mail at least fifteen (15) days prior to Tenant's date of moving of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent shall notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's (or Landlord's) intended moving date as designated in Tenant's (or Landlord's) notice.

ACCEPTANCE OF PROPERTY

4. Landlord agrees that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition.

USES/AUTHORIZED OCCUPANT

5. The room(s) will be used solely for residential purposes and be occupied by no more than ____ person(s), including children. The following persons and no others, except after-born children, are authorized by Landlord to reside in the room(s):

MAINTENANCE

6. Tenant must generally maintain the room in a clean, sanitary and safe condition. Maintenance includes the replacement of light bulbs, cleaning of bathroom and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, dishwashers, washing machines, and clothes dryers (if you have access to these appliances).

Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior approval from the Landlord/Agent.*

UTILITIES

7. Tenant must pay $\frac{1}{4}$, $\frac{1}{2}$, _____ (other) of utility charges as marked: (Check all that apply)
 Gas electric water and sewer telephone cable Other _____

These payments will be made when the Landlord presents the bill to the Tenant.

SMOKE DETECTORS

8. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy.

VEHICLE PARKING

9. Tenant may not park any motor vehicle, trailer, or other such vehicle on the property without current license plates and the vehicles must be in operating condition. Park vehicles only in garages, driveways, assigned spaces, if provided, on the street, or as regulated by the Common Ownership Community (if applicable).

LANDLORD/AGENT ACCESS TO PREMISES

10. a. Landlord may enter the Tenant's room after giving due notice (**24 hours**) to the Tenant and the Tenant has not unreasonably objected, to make necessary repairs during normal business hours, including weekends, except as the Landlord and Tenant otherwise agree. Landlord/Agent may enter the room immediately without notice to Tenant in an emergency situation.

b. Landlord/Agent may enter the room after due notice to the Tenant (**24 hours**) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection.

RETALIATORY EVICTION

11. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the room(s) occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

TERMINATION-HOLD OVER

12. a. Either Landlord or Tenant may terminate this Lease at its expiration or any extension thereof by giving the other one month's written notice of termination (One week's notice if tenant is week-to-week). If Tenant holds over after the expiration of the term of this Lease, he/she shall, with the Landlord/Agent's consent and in the absence of any written agreement to the contrary, become a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

COURT AWARDED LEGAL FEES

13. If the Landlord files an action to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If the Court awards reasonable attorney's fees in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and do not need to be paid to redeem the premises. The Landlord is obligated to pay Tenant's attorney fees awarded by a court after the court finds that the fees are reasonable if the Tenant is the prevailing party in the legal action and the court awards these fees.

MOVE-OUT INSPECTION/SURRENDER OF PREMISES

14. Tenant will, upon termination of this Lease, surrender the room(s) and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the room in broom-clean condition, free of trash and debris. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

ABANDONED PROPERTY

15. The Landlord/Agent considers any personal property left on the premises after termination of the tenancy abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.

ADDITIONAL PROVISIONS

16. Further Provisions and Additions. House Rules:

ADDENDUM

17. Addendum attached: Yes _____ No _____ Number of Pages _____

MISCELLANEOUS

18. a. This Lease contains the final and entire agreement between the parties and neither party is bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Lease and its addenda.

b. It is understood and agreed by the parties that if any part, term, or provision of this Lease is held by the Courts to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

The parties agree to abide by all of the terms and conditions in this lease agreement.

_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Agent	Date