



# MARYLAND TENANTS' BILL OF RIGHTS

## (EFFECTIVE JULY 1, 2025)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it by June 1 each year. Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

This document summarizes significant rights of tenants under Maryland law. It is not a complete list of every tenant right. It does not cover every detail, exception, or difference that may apply on a case-by-case basis.

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research
- Consulting with an attorney

Some local jurisdictions within the state may offer additional rights to residential tenants. But the rights in this Maryland Tenants' Bill of Rights apply to all residential tenants in Maryland.

This is general information and does not constitute legal advice. You are encouraged to speak with an attorney if you have questions about your rights as a tenant. Contact information for legal services is listed at the end of this bill of rights.

## 1. RENTAL APPLICATIONS

A landlord who rents five or more units may not charge more than \$25 in fees, outside of a security deposit.

Some landlords may choose to accept a tenant screening report prepared in the previous 30 days by a consumer reporting agency which the tenant obtains and pays for. If a landlord accepts such a report from you, the landlord may not charge you an application fee.

(Real Property Article of the Maryland Code, Sections 8-213 and 8-218)

## 2. LEASES & TENANCIES

A landlord that rents five or more units in Maryland is required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.

However, if your landlord does give you a written lease, it must include:

- A statement of the condition of the property
- An explanation of who is responsible for utility bills and property repairs
- A receipt for your security deposit
- A copy of the most recent version of the Maryland Tenants' Bill of Rights
- Contact information for the landlord or the contact information of an agent authorized to receive notices and service of process on the landlord's behalf.

A landlord that rents four or fewer units in the state is not required to use a written lease.

Some local jurisdictions may require additional information in leases.

A lease may not include:

- Requires you to allow the landlord to "confess judgment" on a claim arising out of the lease;
- Anything that says you give up your legal rights under the law or your right to a jury trial
- Any provision that shortens any notice period required by law
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law

An automatic renewal term in a lease must:

- Be separate from other parts of the lease
- Be signed or acknowledged by you separately

For the landlord to end your tenancy:

- For a written lease with a stated term, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For month-to-month periodic tenancies, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For year-to-year periodic tenancies, the landlord must notify you in writing at least 90 days before the tenancy ends

For you to end your tenancy:

- For leases with a stated term, month-to-month tenancies, and all other tenancies but a year-to-year tenancy, you must notify your landlord in writing at least 30 days before terminating the tenancy
- For year-to-year tenancies, you must notify your landlord in writing at least 90 days before terminating the tenancy

- Exceptions to these provisions:
  - Exception #1: If you are a victim of domestic violence or sexual assault and have a protective order or peace order, you have 30 days to vacate the leased premises after giving notice. You are only responsible, however, for rent from the time following the notice, until the date that you vacate, which may be fewer than 30 days. If you vacate in fewer than 30 days after giving notice, you must provide signed, notarized, written notification to the landlord, by first class mail or hand delivery, stating that you vacated the premises.
  - Exception #2: These provisions do not apply in Baltimore City.

If neither side gives notice, your lease may automatically renew or become month-to-month, depending on the terms of your lease. Less common tenancies like week-to-week, year-to-year, or farm tenancies have different notice requirements.

(Real Property Article of the Maryland Code, Sections 8-208, 8-210, and 8-402)

### **3. RENT**

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee, but it cannot be more than 5% of the late rent amount
- Your landlord must give you a receipt for your rent payment if you pay rent in cash.
- Your landlord may only increase your rent when your lease is renewed. In most cases, they must tell you in writing 90 days in advance of any rent increase. Some local jurisdictions may limit the amount by which rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
- Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.
- If you pay utilities directly to your landlord, your landlord must give you copies of the monthly utility bills.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, and 8-208)

### **4. SECURITY DEPOSITS**

In most cases, a landlord may not require you to pay a security deposit higher than one month's rent. But your security deposit may be up to two months' rent. If you qualify for utility assistance from the Department of Human Services and lease agreement requires that you make payments for utility services directly to your landlord.,

A "security deposit" is any payment you give to the landlord to cover things like breaking the lease, damage to the property, or unpaid rent, including pet deposits.

Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

The landlord must keep your security deposit in an interest-paying bank account and give you a written receipt, which must be included with the written lease. The landlord must advise you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

At the end of your tenancy, your landlord must provide you with a written list of any charges deducted from the security deposit. They must return the rest of your deposit with interest within 45 days.

If you plan to move out, you must send your landlord a certified letter at least 15 days before leaving. The letter should say you're moving and give your new address. If you do this, you have the right to be present when the landlord inspects your unit for damage that may reduce your security deposit.

Charges a landlord may legally deduct your security deposit include

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the landlord does not return your deposit or give you a written list of charges within 45 days after you move out, they may lose the right to keep any of the deposit. You may also be able to get up to three times any amounts they unlawfully did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

## **5. CONDITION OF RENTAL UNITS**

Every rental property must be "fit for human habitation," meaning that it is safe and suitable for people to live in and free from problems (serious defects or conditions) that could cause a fire or that are a serious and substantial threat to your life, health or safety.

If you find such a problem, notify your landlord in writing right away. You must provide your landlord with access to your property to make repairs.

If your landlord doesn't fix the problem within a reasonable time after you provide notice, you have options: you can bring suit in the District Court for damages and a decrease in rent, or you may refuse to pay rent (and then raise the issues as a defense to the landlord's suit for rent). . You may also file a rent escrow case, through which you pay rent into the court instead of the landlord.

You have the right to basic services, including heat, light, electricity, hot and cold running water, and proper sewage disposal. Depending on the specific safety or living condition problems in your unit (for example in the case of lead paint), you may

- Have the right for temporary relocation assistance from the landlord
- Take legal action if your landlord does not assist with safe relocation

If the issue is not dangerous but violates local housing codes, you may contact your local code enforcement office if your landlord does not respond.

You have the right to quiet enjoyment of your rental unit for the duration of your tenancy as well as the right to move in and use the unit starting on the date listed in your lease.

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, and 8-212)

## **6. EVICTIONS**

If you violate your lease, don't pay rent on time, or don't move out when your lease ends, your landlord may start the eviction process by filing a case in the District Court.

Your landlord may not evict you unless the District Court has given the landlord the right to the property (called a judgment of possession) and issued an order to remove you (called a warrant of restitution). Efforts to evict you include changing the locks, shutting off utilities, or other similar actions to prevent your access to the unit or ability to live safely in the unit.

You have the right to attend any court hearing in an eviction case brought against you by a landlord. You may also have the right to have an attorney provided to represent you if you are unable to afford one.

If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court. The 10 day notice requirement is not required for other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease.

If judgment is entered against you for failing to pay rent, you have four days to appeal that decision to the Circuit Court.

In most cases, you can stop the eviction by paying all past-due amounts and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."

However, redemption is not an option if you have had 3 (4 in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, and 8-902)

## **7. CONSTRUCTIVE EVICTIONS**

In Maryland, constructive eviction occurs when a landlord's actions - or failure to act – make it difficult for a tenant to use and enjoy their rental unit, forcing the tenant to move out.

In order to successfully claim constructive eviction, a tenant must prove several things, such as the landlord's actions or neglect significantly disrupted the tenant's use and enjoyment of the property, the landlord is responsible for the interference, the tenant told the landlord about the issue, and the tenant moved out a reasonable time after the interference. If you are interested in pursuing a claim for constructive eviction, you should consult with an attorney.

If constructive eviction is proven (1) You can treat your lease as ended and you are no longer responsible for paying rent; and (2) you may be able to sue the landlord for your losses. This may include moving costs, rent differences, attorney fees, and other related expenses resulting from the constructive eviction claim.

Landlords must avoid substantial interference with the tenant's enjoyment of their rental property, ensure the rental property is safe and livable, and generally respond to tenant complaints promptly to avoid legal and financial consequences.

## **8. TENANT RIGHT OF FIRST REFUSAL**

If you are a named tenant on the lease and have lived in a rental property with 1, 2, or 3 units for at least six months, your landlord may be required to give you the chance to buy the property before selling it to someone else. This applies if your landlord plans to sell the property, or receives an offer to buy it from a third party. This rule does not apply in certain situations, such as when the property is transferred without a sale; for example, when the property is transferred to a family member, to a business owned by the landlord, or pursuant to a court order, among several other examples. .

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it. You have 30 days from the date of the notice to make an offer to buy the property or decline.

If you make an offer with the same or better terms than those in the notice, your landlord must accept it. If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

## 9. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, national origin, source of income, or military status. Some local jurisdictions may provide additional anti-discrimination protections.

A landlord may not retaliate, or threaten to retaliate, against you for

- a. making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property;
- b. filing or participating in a lawsuit involving the landlord;
- c. participating in a tenants' organization;
- d. requesting police or emergency services at the property; or
- e. providing information to the landlord relating to lead paint issues.

Retaliation may include filing or threatening to file a lawsuit against you, increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities), failing to make necessary repairs, or terminating your tenancy, among other things.

Unless your lease provides otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters. Starting October 1, 2025, your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs and can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency. Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(Title 42, Sections 3601 and following of the United States Code; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-204, 8-208.1, and 8-208.2)

Exceptions to the protections of these laws exist in certain circumstances.

The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed below.

## 10. RESOURCES

### Office of Tenant and Landlord Affairs

#### Maryland Department of Housing and Community Development

[Tenant and Landlord Affairs Website](https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx) (<https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx>)

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords
- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

### Maryland Access to Counsel in Evictions Program

Contact Information: Call 211 or go to [Legal Help Maryland](http://LegalHelpMD.org) (LegalHelpMD.org)

Services Provided:

- This program can provide legal representation and advice to renters who have household income at or below 50% of Maryland's median income, and the household is at risk of eviction, have lost or are at risk of losing their housing voucher or subsidy.

### Maryland District Court Self-Help Centers

Contact Information and Hours: [District Court Help Centers](https://www.courts.state.md.us/helpcenter/inperson/dc)  
(<https://www.courts.state.md.us/helpcenter/inperson/dc>)

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.