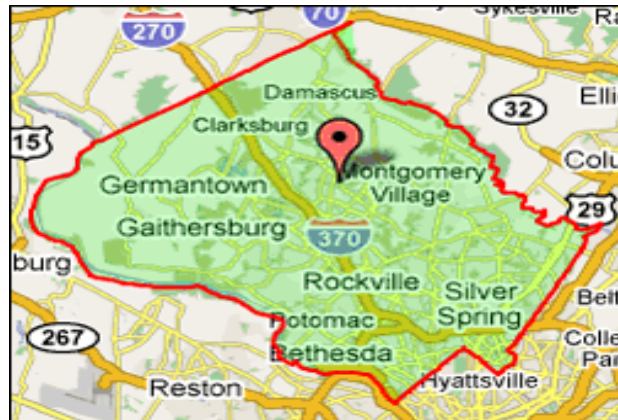


# REALTORS® Rental Guide for Montgomery County, MD



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## **Introduction:**

National Association of REALTORS® Code of Ethics, Article 11, requires that REALTORS® offer services within their field of competence. It is important that you have thorough knowledge of the various rental standards of practice and of the federal, state and local laws relating to rentals, prior to working with rental clients or customers.

GCAAR is pleased to offer this basic guide as a reference tool to assist REALTORS® in gaining knowledge on how to conduct rental transactions.

This guide is a general discussion of the topic and is not intended to be construed as legal advice or to be substituted for competent legal advice from legal counsel. GCAAR recommends that you consult legal counsel for changes to federal, state, county and municipal laws and regulations affecting the Landlord-Tenant relationship.

The information contained in this guide is believed to be accurate as of the date of publication, but cannot be guaranteed. GCAAR assumes no responsibility to update this guide. REALTORS® should consult with their Broker, competent legal counsel or appropriate governmental agency with respect to the topics contained in this guide.

GCAAR Property Management Committee

## **Listing the Property:**

### **RENTAL LICENSE**

Before a property can be offered for rent in Montgomery County, the owner must obtain a rental license from the Montgomery County Department of Housing and Community Affairs (DHCA), in accordance with Chapter 29, Landlord-Tenant Relations, of the Montgomery County Code. In general, rental housing is any structure, or combination of related structures, including mobile homes, in which an owner provides one or more dwelling units to a tenant for rental.

If the rental property is located within a community association, an agent should inform the Landlord (Owner) that in order to receive a rental license, the Landlord must certify that the payment of association assessments and, fees are not more than thirty (30) days past due. If the Landlord fails to pay the community association assessments or fees for the rental property, DHCA is authorized to deny, suspend, revoke, or refuse to renew a rental housing license.

The rental licensing fee is due if the property is rented for any portion of a licensing year. The licensing year runs from July 1st through June 30th. The fee is not prorated or refundable.

Effective January 1, 2015, the Maryland Department of Environment (MDE) lead paint registration or certification is required for properties built prior to 1978 in order to obtain a rental license. Refer to lead information for rental owners under the lead poisoning prevention section at: [www.mde.state.md.us](http://www.mde.state.md.us)

#### **Rentals Covered**

Montgomery County issues multi-family and single-family rental licenses.

- Multi-family properties: apartments, condominiums and accessory apartments.
- Single-family properties: single-family houses and townhouses.

To obtain a rental facility license application or receive additional information, visit the DHCA website at: <http://www.montgomerycountymd.gov/DHCA/housing/licensing>

#### **Contact Information:**

Montgomery County Department of Housing and Community Affairs  
Licensing and Registration Unit  
1401 Rockville Pike, 4th Floor  
Rockville, MD 20852-1428  
Phone: 240-777-0311; Fax: 240-777-3699

To obtain information about the owner of a rental property, use the property data mining website at: <http://montgomerycountymd.gov/DHCA/housing/licensing/index.html>

Transfers and/or changes in ownership or management of licensed residential property must be reported to DHCA's Licensing and Registration Unit within ten (10) days of the change. Failure to report changes within this time frame may result in suspension or revocation of the current rental facility license or rejection of a renewal application.

If a rental property is located within the incorporated city limits of:

Gaithersburg- 301-258-6340,

Web: <http://www.gaithersburgmd.gov/services/housing-services/neighborhood-services>

Rockville -240-314-8330,

Web: <http://www.rockvillemd.gov/index.aspx?NID=258>

Takoma Park -301-891-7255,

Web: <http://www.takomaparkmd.gov/hcd/rental-housing-licensing>

**Contact the appropriate municipality directly for information regarding rental licensing requirements.**

## **HOA/CONDO/COOP RULES**

In a community association there may be restrictions such as the number of rentals allowed, minimum term of lease, move in/move out fees, parking spaces, mailbox location, and other amenities. The Landlord should review the governing documents located in the land records, or if it is a homeowners association, in the land records and the Depository of the Office of the Clerk of the Circuit Court. The community association's management company may be of assistance, or if the association is self-governed, contact the board of directors. For searching the land records go to [www.mdlandrec.net](http://www.mdlandrec.net) (you must sign in but at no charge). Landlord is responsible for providing Tenant and Agent with any and all community association or management rules and regulations.

## **SMOKE/CARBON MONOXIDE ALARMS**

### **Single-Family Rentals (one to two dwelling units)**

- Smoke alarms need to be replaced every ten (10) years.
- Smoke alarms must be upgraded if:
  - Existing smoke alarms exceed ten (10) years from date of manufacture.

- Existing smoke alarms fail to operate or malfunction.
- A change in tenancy occurs and the residence has not been previously equipped with sealed, tamper resistant, long-life battery smoke alarms with silence/hush button features.

#### **Smoke Alarm Upgrades (effective January 1, 2018):**

- Battery smoke alarms must be upgraded to sealed, tamper resistant long-life battery smoke alarms with silence/hush button features.
- Smoke alarms must be located on each level of the residence including basements, excluding unoccupied attics, garages, or crawl spaces.
- Any additional smoke alarm required may be battery operated as long as it is a sealed, long-life battery with silence/hush button features.

#### **Multi-Family Rentals (more than two dwelling units)**

Smoke alarms must be AC powered.

- Multi-family units constructed after July 1, 1990 must be AC powered with battery back-up.
- Landlords must provide special smoke alarms for the deaf or hard of hearing, and may require reimbursement for those alarms.

#### **Landlord – Tenant Obligations**

- Landlords are responsible for the installation, repair and replacement of smoke alarms.
- Tenants are responsible for testing the units and notifying the Landlord in writing of the failure or malfunction of the unit.

#### **Carbon Monoxide Alarms (effective January 1, 2018)**

Carbon Monoxide alarms are required if the property has fossil fuel source and/or detached garage. Combination smoke/carbon monoxide alarms are permitted.

If a rental property is located within an incorporated city limits, contact that municipality for the smoke/carbon monoxide alarm requirements.

### **PETS/SERVICE ANIMALS**

- A. Pets:** Per the lease, a Tenant is not allowed to keep pets on the property except with the written permission of Landlord. Landlord reserves the right to revoke permission for cause. Tenants who are permitted to have pets agree to pay the cost of having the property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet(s)

including, but not limited to, odor and property damage. Additionally, Tenant agrees to pay for any and all damages caused by pet to the property.

- B. Service/Assisted Animals:** Per the lease, if Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service/assistance animal, Tenant agrees to pay the cost of having the property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including, but not limited to, odor and property damage. Landlord may request supporting documentation verifying the need of a service/assistance animal.

**NOTICE: A Landlord cannot require a Tenant with a disability accompanied by a service/assistance animal to pay a security deposit and/or additional rent for the service/assistance animal.**

## RECOMMENDED DOCUMENTS

Refer to [www.gcaar.com](http://www.gcaar.com) for the checklist of recommended forms to use when listing a rental property. In addition, review the lease paperwork with the Landlord at the time of the listing.

### **Preparing the Property:**

## PREPARING THE PROPERTY FOR MARKETING

Before marketing a rental unit, it is recommended to:

- Check all plumbing to verify it is in proper working order.
- Check the unit for anything that might cause injury or violate health and safety codes.
- Check the appliances and fixtures. Montgomery County requires Landlords to warrant all appliances, fixtures, electrical and structural elements of the property.
- Clean all furnishings and room surfaces. Pay particular attention to cleaning of bathrooms and kitchen.
- Paint unit (as required).
- Clean or replace carpet and/or refinish floor (as required).
- Elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets, bedbugs and rodents.

When prospective tenants call about your rental listing, it is best to describe all general requirements (rent, deposits, pet policy, move-in date, etc.) and any special rules and regulations up front.

## **LEAD PAINT CERTIFICATION**

Rentals in Maryland may be subject to both Federal and Maryland lead base paint compliance.

- Maryland law requires that owners of units built prior to 1978 register the property with MDE at <http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/Pages/index.aspx> to be compliant with MDE lead provisions for specific risk reduction standards, provide Tenant with MDE Lead Paint Disclosure, and distribute the MDE pamphlet “Notice of Tenant’s Rights”. Applicable laws may be reviewed in Sections 6-801, *et seq.*, Environment Article, Maryland Annotated Code and the Code of Maryland Regulations (COMAR) Title 26, Subtitle 16. MDE’s website contains information on certain exemptions from the risk reduction standards.
- Federal law and regulation implemented by the U.S. Department of Housing and Urban Development (HUD) requires disclosure to all tenants of Landlord’s knowledge of lead based paint, delivery of the “Protect Your Family from Lead in Your Home” pamphlet and the opportunity to conduct a risk assessment on properties built prior to 1978.

### **Marketing the Property:**

#### **ADVERTISING**

Residential rentals can be advertised in a variety of ways. “Advertisement” means any oral, written or print and media advertisement, including newspaper and magazine advertisements; correspondence; mailings; brochures; business cards; for lease signs; sign riders; promotional items; newsletters; telephone directory listings; telephone solicitation; automobile signage; as well as internet, social network media, radio and television advertisement.

The kind of advertising that will work best depends on a number of factors such as rent, size, amenities, location, and budget. Always be sure to describe the rental unit accurately. If the rental property is owned by a licensee, that fact must be disclosed. Your ad should be easy to understand and honest. All ads must include the full name of your brokerage company (not just a logo) and the office phone number. Your name as it appears on your license and your phone number must be included.

## DOS AND DON'TS OF ADVERTISING

Be sure your ad does not discriminate. Federal, State, and local laws prohibit discrimination against prospective tenants. The best way to avoid discrimination is to focus your ad only on the rental property; not on any particular type of tenant. Specifically, ads should never mention sex, race, color, religion, disability, familial status, age (unless the property qualifies for the *housing for older person* exception), national origin or other grounds listed later in this guide. Ads should never imply, through words, photographs, or illustrations, a preference for a type of tenant. Your advertising for residential real estate should not, make, print, publish or cause to be made, printed or published, a notice, statement or advertisement relating to the sale or rental of housing that indicates a preference, limitation or discrimination. HUD provides policy and guidance on advertising under the Fair Housing Act on its website [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/library#Guidance](https://www.hud.gov/program_offices/fair_housing_equal_opp/library#Guidance).

**The Fair Housing Act requires that all advertisements for sale or lease of a unit contain the Equal Housing Opportunity logotype, statement of slogan available on HUD's website:**

<https://www.hud.gov/library/bookshelf11/hudgraphics/fheologo>.

**Stick to the advertised rent and security deposit.** For example, if your ad states the rent, do not arbitrarily raise the rent or security deposit. This could be construed as discrimination.

However, if a tenant asks for more services or different lease terms that require more rent or security deposit, both may then be negotiated (security deposit not to exceed the equivalent of two (2) months' rent). Ensure any proposed rent increase does not violate any rent stabilization laws or Moderately-Priced Dwellings Unit restrictions if applicable.

## FAIR HOUSING

HUD enforces the Fair Housing Act and other federal laws that prohibit discriminatory practices regarding the sale and rental of housing. State and local governments also have agencies responsible for the enforcement of similar laws. Discriminatory practices, including, but are not limited to, an outright refusal to rent to an applicant or provide services to a tenant because they belong to a certain protected class. Unintentional forms of discrimination are also illegal if they have the effect of unfairly impacting a protected class.

**Federal law.** The Fair Housing Act and Fair Housing Amendments Act (42 U.S.C.A 3601-3619, 3631), which are enforced by HUD, address many types of housing discrimination. They apply to all aspects of the Landlord/Tenant relationship throughout the United States and prohibit discrimination on the following grounds:

**Protected Classes:** Race, Color, Religion, National Origin, Familial Status, Disability and Sex.



**State and Local** fair housing laws also exist. These laws may overlap with Federal Law or extend protection to other classes. In Montgomery County, the enforcement agency is the Office of Human Rights. If you are accused of discrimination, you will be held to the standard or interpretation that best protects the applicant or tenant.

**Montgomery County Protected Classes:** Race, Color, Religious Creed, National Origin, Sex, Sexual Orientation, Source of Income, Disability, Presence of Children, Ancestry, Family Responsibilities, Marital Status, Age, Genetic Status and Gender Identity (*ie.* Transgender, Suspicion of Transgender).

*(Source of income may include: lawful profession or occupation, grants, gifts, inheritance, pension, annuity, alimony, child support, and government, including Section 8 or private assistance).*

*(A housing provider is not required to rent or sell to a participant in a housing subsidy program merely because the prospect has the subsidy. The source of income law does not provide a preference for persons with housing subsidies over those without subsidies).*

**The Rights of Disabled Tenants to Live in an Accessible Place:** Landlords and Property Managers must maintain Fair Housing practices after a unit has been leased.

**Definition of Disability** - The Fair Housing Act defines disability (handicap) as a physical or mental impairment that substantially limits one or more of a person's "major life activities", a record of having such impairment, or being regarded as having such impairment. The law protects both the person with a disability and a person living with or intending to live with that person. It excludes people who are illegally using or addicted to drugs and other controlled substances.

The Fair Housing Act provides that property owners must:

- Provide reasonable accommodations in the design and construction of all units constructed 30 months after the implementation of the 1988 Fair Housing Amendments Act.
- Make reasonable accommodations in rules, procedures, policies, practices or services to permit disabled tenants equal opportunity to use and enjoy a dwelling unit and common use areas: 24 C.F.R 100.204(a). A common example would be providing a wider and more convenient parking space when practical or allowing an assistance animal in a unit where pets are not permitted. (An assistance animal is an animal that works, provides assistance, or performs task for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.
- Allow disabled tenants to make reasonable modifications to the unit at their own expense, under the following possible conditions: 24 C.F.R 100.203.

- The modifications are necessary to provide for the disabled tenant's full enjoyment of the unit.
- The tenant provides the Landlord with a reasonable description of the work and provides assurances that the work will be performed in a workmanlike manner with the requisite building permits.
- The tenant may obtain permission to restore the unit to its original condition or pay into an interest-bearing escrow account over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations.

### **Showing the Property:**

#### **Protocol for Showing Rental Properties**

- Present required forms and disclosures.
- Do not make assumptions about the condition of the property.
- Refer to Bright MLS data or other written information to answer questions about the property.

### **RENTING PROPERTY THAT IS STILL OCCUPIED**

You may want to show a rental unit while it is tenant occupied. You can do this if the existing lease or rental agreement grants you access to show the unit to prospective tenants, or if the tenant consents. However, the current tenants are still entitled to their privacy. The following guidelines are recommended for showing tenant occupied properties:

- Review the current tenant's lease for notice requirements.
- Before implementing marketing, discuss with the current tenants your showing process. It is important the current tenants be accommodated as much as possible. A disgruntled or disagreeable tenant can certainly impact the unit's ability to be leased. The current tenant's cooperation is important.
- Provide current tenants as much advance notice as possible before entering and showing the unit. The existing lease should provide the minimum notice required.
- If the property is located within the incorporated city limits of Takoma Park, ensure you familiarize yourself with the requirements regarding Tenant Displacement and a Tenant's Right of First Refusal if the property is being sold.

## AGENT SAFETY-10 TIPS

1. Plan ahead. Arrive early; examine the properties you plan to show. Know the exits. If it's a vacant or foreclosed home, ensure squatters aren't present. If someone is inside the home, never enter, but contact the police immediately. Do a thorough check of the property's exterior before entering, looking for such clues as window screens that have been pried off, front doors kicked in, or peer inside the windows for any evidence of someone living there.
2. Be prepared. Find out as much as you can about new clients prior to taking them and showing them properties.
3. Buddy system- Always tell someone (from the office or a friend) where you are going. Whether you are holding an open house, taking past clients to look at a house or meeting new clients at the house – always tell someone the addresses of the homes you plan to show.
4. As a side note to the previous tip, always meet new clients at the office. This will ensure that not only you, but others in your office will know who your clients are.
5. When meeting clients at a house, even if you already know them, ask for the make, model and license plate number of their car. This information will help you to identify the clients when you arrive at the home. Also, share the license plate number with the person who you shared your showing locations (tip #3). This will help the police immensely if anything does happen.
6. Always follow. Never lead your client through the house – you can trap yourself with no way out of a room. Always let the clients enter the room first and don't follow them into bedrooms or rooms with a door. Stand by the door or an area where you can exit while they look around.
7. Communicate-Have your cell phone in hand to use if necessary to place a call or text for help.
8. Take a flashlight. Use it enter dark areas but this also shows you are prepared.
9. Trust your gut. Instincts are usually right, so trust what you feel. If you feel that the situation is unsafe, don't enter the house at all.
10. Download a smartphone safety app-As a safety precaution, many use the app to send a location update to your listed contacts - a spouse, friend, or family member before showing a home.

## SECURING PROPERTY AFTER SHOWING

- Turn off any lights that you have turned on (unless Agent has requested for some areas of the house to remain lit).
- DO NOT TOUCH the thermostat to adjust the temperature.
- If you open windows/doors, secure them before leaving
- Lock all doors and sliding glass doors.
- After placing keys inside, make sure the lockbox is closed and locked.
- As a courtesy, inform the listing Agent of any irregularities you encounter.

### The Application Process:

#### OFFICE POLICY

Agents should follow the office policy and procedures when processing rental application.

#### THE APPLICATION PROCESS

GCAAR has developed, and recommends use of a standard rental application. Take time to evaluate applications. Be consistent with your screening process. If an applicant meets your selection criteria, the following processing procedures are recommended:

- **Income/Asset verification:** Insure the applicant or combined applicants have sufficient income to qualify for payment of the full monthly rental amount. Supporting documents such as pay stubs, W2, if self-employed, Tax Returns, offer letter from Employer (if a new job) should be submitted. Conduct Employment Verification by contacting the prospective tenant's employer to verify the information in the application.
- **Credit:** A credit report contains important information necessary to assess an applicant's ability to lease the property. The rental application requires the applicant's name, address(s), social security number and signature in order to run a credit report. Each real estate brokerage should run its own credit report when reviewing a prospective tenant's application. It is recommended that credit reports not be more than 30 days old. Under federal Fair Credit Reporting Act, Landlord cannot accept credit reports provided by applicants. Make sure you only use the information in the credit report only for the permissible purpose for which the report is obtained.

Depending on the volume of rentals processed, you may consider joining one of the following consumer reporting agencies:

Equifax: 888-202-4025 / [www.equifax.com](http://www.equifax.com)  
Trans Union: 800-888-4213 / [www.tuc.com](http://www.tuc.com)  
Experian: 888-397-3742 / [www.experian.com](http://www.experian.com)

- **Court records:** Consider reviewing court records to see if a prospective tenant has had a failure to pay rent or eviction suit, judgment or lien entered against them. Checking court records may seem like overkill, as some of this information may already be reflected on the credit report, but the court record may prove to be a valuable tool providing information that would otherwise not be available. The use of public records is not a violation of fair housing, as long as it is the standard processing practice of your broker and is uniformly used for every applicant.
- **Landlord:** Contact previous Landlords or Rental Managers for references whenever possible. Contact personal references as provided on the application form. This process is known as Rental Verification.
- **Document Review:** After applications have been collected and initial screening completed, a more thorough review should be performed.
  - Start by eliminating the worst risks – negative Landlord references, negative rental payment history/evictions, and negative credit results.
  - Ensure you document reasons for rejection; send written notice to applicants listing the reason for rejection.
  - Retain the records, files, credit reports and notes used for processing for at least three years in the event a fair housing complaint is alleged against you. You will need to be able to support the reason for rejecting an applicant.
  - Credit and other consumer reports must be disposed of in accordance with the federal Fair Credit Reporting Act’s Disposal Rule.

For guidance see: <https://www.ftc.gov/tips-advice/business-center/guidance/disposing-consumer-report-information-rule-tells-how>

- **Denial:** If an applicant is rejected (or another adverse action is taken such as a higher rent is negotiated; co-signer required; larger deposit required) based on information found on a credit

report, even if the credit report was not the primary reason for rejection, you are required in accordance with the federal Fair Credit Reporting Act to provide the applicant in a written notice:

- the name, address and phone number of the company that supplied the report;
- numerical credit score that is the basis for the rejection;
- a statement that the reporting company did not make the decision to take the unfavorable action and cannot give specific reasons for the action; and
- a notice of the person's right to dispute the accuracy of completeness of any information the consumer reporting company finished and receive a free report from the company if requested not later than 60 days after receipt of such notice. You should not give the report to the applicant.

### **AMERICANS WITH DISABILITIES ACT (ADA)**

Title III of the Americans with Disabilities Act (ADA), enacted in 1992, requires that areas that are open to the general public be accessible to disabled individuals. For example, a rental office in a private residential apartment complex must be accessible to the disabled and existing physical barriers must be removed at the rental property at the owner's reasonable expense. Similarly, if an apartment complex includes a swimming pool for use by apartment tenants and their guests, the pool qualifies as public accommodation and must be accessible.

Rental properties also must permit service animals to accompany people with disabilities in all areas where members of the public are allowed to go.

### **The Application Process:**

#### **THE LEASE**

**Never allow anyone to occupy a property without a signed lease agreement. It is recommended that certified funds in form of a money order or cashier's check are received prior to releasing keys. Do not turn the property keys over to a prospective tenant until the lease agreement has been ratified.**

Discuss lease terms and go over all sections with the Landlord and Tenant. Make sure ALL fields are filled out and ALL areas are initialed and signed.

#### **All Leases for residential properties in Montgomery County MUST:**

- Offer Tenant an initial term of two (2) years, unless the Owner has reasonable cause for offering a shorter term. Examples of reasonable cause for offering a lease of less than two years may include the expected sale of the property with settlement to occur within the two (2) year period. A statement of the reasonable cause must be attached to the lease by the Landlord. Tenant may decline the two (2) year term.

- May only charge 5% late fee if rent is paid after the 10th of the month.
- Permit the Landlord to enter the property, after providing the Tenant with 24-hour notice (Takoma Park 48 hours), to make repairs, supply services, or show the apartment to prospective buyers/tenants. No notice required in case of emergency or Landlord has good cause to believe the Tenant may have damaged the property.
- Landlord must permit the Tenant, due to involuntary change of employment (greater than 25 miles from Washington Metropolitan area), death of a major wage earner, unemployment, Tenant and/or Tenant's child being a victim of domestic abuse, Tenant or Tenant's spouse being 62 or older and no longer able to live independently and needing to move to a nursing home or other senior facility, Tenant being incarcerated or declared mentally incompetent, Landlord harassing or violating a Tenant's privacy rights, or for any other reasonable cause beyond the Tenant's control, to terminate the lease after giving thirty (30) days written notice to the Landlord.
- Rent can only be increased once in a 12-month period. Notice of the increase must be in writing and delivered to Tenant at least ninety (90) days prior to the effective date of the rent increase.
- Security deposit must be returned to Tenant within forty (45) days of termination of lease, or Owner may be held liable to Tenant for penalty of up to three (3) times the amount withheld from the security deposit plus reasonable attorney's fees.
- Per the lease, Tenant is responsible, after the first thirty (30) days of occupancy for elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets, bedbugs and rodents.
- You do not have to take a listing if the Landlord does not provide the necessary items you need.
- Allow access to DHCA for any inspection required under Chapter 26 and/or Chapter 29.
- Notify any affected tenant whose unit requires inspection by DHCA at least seventy-two (**72**) **hours** in advance of the scheduled inspection.
- At the beginning of a lease term, each Landlord must provide each Tenant with a copy of the Landlord-Tenant Handbook unless the Tenant signs a statement declining a hard copy and accepting referral to the Landlord-Tenant Handbook maintained on the County website.

- Landlord must offer each Tenant a (2) two-year term at each lease renewal, unless the Landlord has reasonable cause not to.
- The Lease Summary form must be included with all leases.
- In Montgomery County, a repair deductible is not permitted.

For further information see:

<https://montgomerycountymd.gov/DHCA/housing/landlordtenant/leases.html>

- Landlord and Tenant can conduct a move-in walk thru.

*The information expressed within this document is a general resource guide for the members of the Greater Capital Area Association of REALTORS® (GCAAR) and is subject to change. The content of this document does not constitute legal advice, may not be relied upon as legal advice, and you may not convey or imply otherwise to clients, customers, other real estate professionals or members of the public. While GCAAR strives to make the information in this document as timely and accurate as possible, it makes no claims or guarantees about the accuracy or completeness of the contents, and expressly disclaims liability for any errors and omissions.*