

Jacob R. Day, Secretary
Julia Glanz, Deputy Secretary

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Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

Tenant Bill of Rights Training

October 15, 2025

Great Places **WIN**





Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

Office of Tenant and Landlord Affairs



Staffing



Alyce Thompson,
Director



Emily Button,
Partnership and
Outreach Manager



Melissa Little,
Tenant Liaison

Purpose

Created under the Renters' Rights and Stabilization Act of 2024, OTLA's purpose is to:

- **Ensure access to educational resources for tenants:**
 - What are tenants' legal rights?
 - How do tenants report violations of their legal rights?
 - How do tenants access financial counseling?
- **Notify authorities regarding housing discrimination and other unfair or illegal housing practices**



OFFICE OF TENANT AND LANDLORD AFFAIRS

-  **1. Right of First Refusal / Tenant Opportunity to Purchase**
-  **2. Tenants' Bill of Rights**
-  **3. Tenant and Housing Provider Education and Outreach**
-  **4. Coordination with Enforcement Entities**
-  **5. Eviction Data Analysis & Reporting**
-  **6. Access to Counsel in Evictions Taskforce (Coming 2026)**



OTLA Must:

- Develop resources for help tenants understand and exercise their legal rights
- Publish the Tenants' Bill of Rights annually
- Provide TBOR implementation guidance to landlords
- Receive tenants' reports of legal violations and provide referrals to the appropriate enforcement agencies
- Provide tenants referrals to community resources and supports
- Collaborate with state, county, and local governments on tenant advocacy and assistance
- Oversee the Tenant's Right of First Refusal and Exclusive Negotiation Period process when a landlord wants to sell their rental property



Tenant Bill of Rights

Summarizes existing state and federal laws that apply to residential leases

- Provides an overview of key areas of landlord/tenant law written in an accessible, easier to digest format
- Must be attached to all residential leases in Maryland at lease up and lease renewal
- Published annually and available in 18 languages on the OTLA website
- Does not:
 - create new laws or rights
 - cover every legal right tenants may have
 - include local county or city requirements
 - replace consultation with legal counsel



Right of First Refusal

What is the Right of First Refusal?

A property owner is required to offer a tenant the opportunity to purchase a residential rental property which they intend to sell before they can sell it to a third party.

Landlord must:

- Provide the tenant with a **notice** that they intend to sell the property and offer the tenant an opportunity to meet their proposed sale price or match a third party offer.
- **Report to the state** that they have offered the tenant 30 days to respond to their notice.
- Refrain from listing or accepting a third party offer until 30 days have passed or tenants have responded to accept, decline, or counter offer to purchase.

Tenants' Bill of Rights

What does the Tenant Bill of Rights Include?

- Application Process and Pet Policy Disclosures
- Leases and Tenancies
- Rent Payment
- Utilities
- Security Deposit Requirements
- Condition of Units
- Eviction
- Constructive Eviction
- Tenant Right of First Refusal to Purchase
- What Landlords are Prohibited From Doing
- Resources for Tenants



Tenants' Bill of Rights

Rental Applications

What are the limits on application fees?

- A fee higher than \$25 must be spent on actual screening costs and the landlord must be able to document the cost was incurred. If an application fee is higher than \$25 and no lease occurs it must be returned within 15 days unless it was expended on screening costs landlord actually incurred and can document.
- Landlords cannot charge an application fee and also ask you to provide or pay for a background check or credit check on your own. If they ask you to provide your own credit report they can't also charge you.

Tenants' Bill of Rights

What pet policies are landlords allowed to enforce?

- Landlords must include a written copy or a summary of their pet policy in their rental application form.
- The pet policy must include:
 - Breed or weight restrictions
 - Any limit on the number of pets allowed
 - Vaccination requirements
 - Liability insurance requirements
 - Required fees, including:
 - Up front, non-refundable fees
 - Refundable pet deposits, and
 - Monthly pet fees
 - Any additional requirements



Tenants' Bill of Rights

What about assistance animals?

- Assistance animals are not considered pets and are not subject to pet policies.
- Assistance animals can perform service tasks or emotional support assistance.
- Landlords can ask for documentation supporting a tenant's need for an assistance animal if the tenant's disability is not obvious.
- Landlords can charge for damage to the unit caused by an assistance animal.



Tenants' Bill of Rights

Leases and Tenancies

- Properties of 5 or more units must provide tenants with a written lease.
- If the tenant is not provided a written lease a 1 year term of tenancy is assumed.
- The lease cannot require a “confession of judgement”. This means the landlord is not allowed to include language where a tenant accepts liability or waive their right to a defense.
- Leases may not include provisions that contradict existing law, such as agreement to shorter notice period for rent increases.

Tenants' Bill of Rights

Leases and Tenancies cont'd.

- Covers required notice periods for tenants and landlords should either party not want to renew a lease.
- Covers some, but not all, exceptions to notice requirements.
- In domestic violence situations, where a tenant has a protective order or peace order, or documentation from a service provider, landlords must make exceptions to requirements for tenant notice to vacate.
- If a lease will automatically convert to month to month if not renewed, the tenant must sign a separate addendum to the lease agreeing to these terms.
- Leases must include a statement of the condition of the unit. Typically the statement represents that the unit is in habitable condition and identifies any included or excluded amenities or particular conditions unique to the unit.

Lease Terms Scenario

A landlord included in the lease that tenants were required to maintain the yard and weed flower beds.

Can a landlord do this?

The landlord later came to the house later and weeded the flower beds themselves. They then sent a notice saying they would deduct \$200 from the tenants security deposit after the tenant moves out for their time.

Is this allowed?



Tenants' Bill of Rights

Rent Payment

- Rent is due as stated in the lease.
- Late fees cannot exceed 5% of unpaid amount of rent beginning Oct. 1st, 2025.
- Landlord must provide a receipt for rent payments (specifically cash).
- Landlord can only raise rents at lease renewal and must provide 90 days written notice.
- Notices of rent changes can only be sent electronically if tenant consents to electronic communication.
- Some jurisdictions have rent stabilization laws, but there is no statewide cap on rent increases.



Rent Payment Scenario

A landlord specifies in the lease that they will not accept partial rent payments, only payment of the full amount.

Can a landlord do this?

A landlord sends a notice out to people who are already tenants announcing that they will no longer accept partial rent payments and will no longer allow a grace period to pay until the 5th of the month.

Is this allowed?



Tenants' Bill of Rights

Utilities

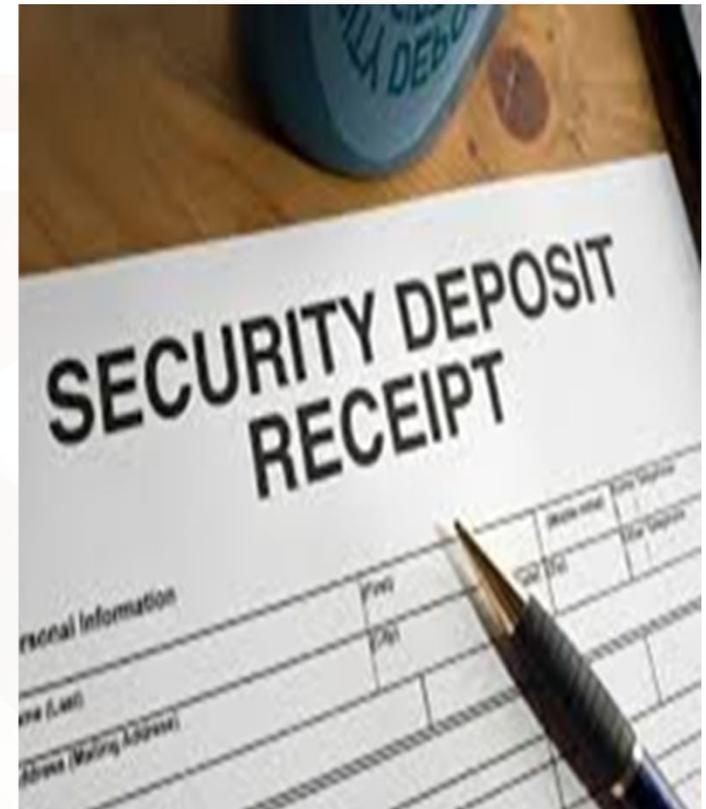
- Landlords cannot have utilities disconnected when utilities are in the landlord's name.
- When utilities are in the tenant's name the utility company may disconnect for nonpayment if a tenant fails to pay the bill.
- Landlords in buildings that use a Ratio Utility Billing System (RUBS) must disclose this before the tenant signs a lease and provide copies of utility bills and information about how the tenant cost share is calculated.



Tenants' Bill of Rights

Security Deposit

- Landlords are only allowed to **impose** a security deposit of equal to or less than one full month rent.
- There are exceptions to this for households receiving utility assistance where utilities are paid to the landlord.
- Landlords can accept payments of additional deposit if **offered voluntarily** by a tenant or on a tenant's behalf. Some tenants and assistance providers offer increased deposits to overcome credit issues that would result in application denial.
- Pet deposits are included in the security deposit cap. Landlords can still charge pet fees or pet rent.
- Landlords must return the remaining security deposit, with interest, and an itemized list of charges to the deposit if any charges are claimed, within 45 days.
- Landlords cannot charge "ordinary wear and tear."



Security Deposit Scenario

A landlord charges your security deposit for carpet cleaning and painting after you move out.

Can a landlord do this?

A landlord charges \$2000 against your deposit for a chip in a granite countertop, but doesn't provide an invoice showing they paid to replace the countertop and the cost of materials and labor.

Is this allowed?



Tenants' Bill of Rights

Condition of Units

- Property must be fit for human habitation.
- Tenants must notify landlord of any needed repairs and provide access to the unit for landlords to make repairs.
- Tenants can sue the landlord for not making repairs to get a rent credit where unit is uninhabitable due to repairs not being completed in a reasonable time.
- Tenants can use the rent escrow process to withhold rent until repairs are made.
- Tenants have a right to basic services such as heat, running water, and working appliances.
- In some circumstances landlords may be required to assist with relocation or relocation costs if the unit is uninhabitable.
- Any systems or appliances provided as part of the rental unit (AC, stove, etc.) must be maintained in good working order or repaired.

Tenants' Bill of Rights

Evictions

- Tenants can be evicted for nonpayment of rent, violation of lease terms, or staying after the termination of a lease (holding over).
- Landlords need a “judgement of possession” and a “warrant of restitution” in order to evict tenants.
- Landlords cannot facilitate evictions themselves by changing locks, removing property, or shutting off utilities.
- Lawful eviction is typically facilitated by the U.S. Marshals and subject to certain restrictions and requirements, including that people cannot be evicted during adverse weather conditions.
- Tenants have a “right of redemption”, meaning they must be allowed to remain if they pay the back-owed rent, unless they have 3 judgements for eviction (4 in Baltimore City) in the past 12 months.

Habitability Scenario

The ceiling in the bedroom falls in and your bed is covered in debris. The landlord seals off the bedroom, schedules repair for 2 days from the incident and says tenants need to sleep in the living room until the bedroom is repaired. They offer a prorated rent credit for the time it takes to repair.

What are the tenant's options?

Your Central AC breaks and the landlord says repair is too costly and provides a window unit instead.

What could the tenant do?



New Mold Protections

- If a tenant suspects there is mold they must inform the landlord in writing.
- The landlord must test for mold within 15 days.
- The landlord must keep the tenant informed of the test results and repair process.
- The landlord should repair mold within a reasonable period of time, typically 45 days.



Tenants' Bill of Rights

Constructive Evictions

- Constructive eviction occurs when a landlord's actions or negligence interferes with a resident's use and quiet enjoyment of the property or the safety and habitability of the property to an unreasonable extent that forces the tenant to move out.
- If a tenant can prove a landlord's actions or negligence constitute constructive eviction the tenant may be entitled to damages, such as court and attorney fees, moving expenses or other costs arising from the constructive eviction.
- Examples: A landlord repeatedly enters a unit for inappropriate reasons without the consent of the tenant. A landlord does not repair damage that impacts habitability of the unit in a reasonable amount of time.



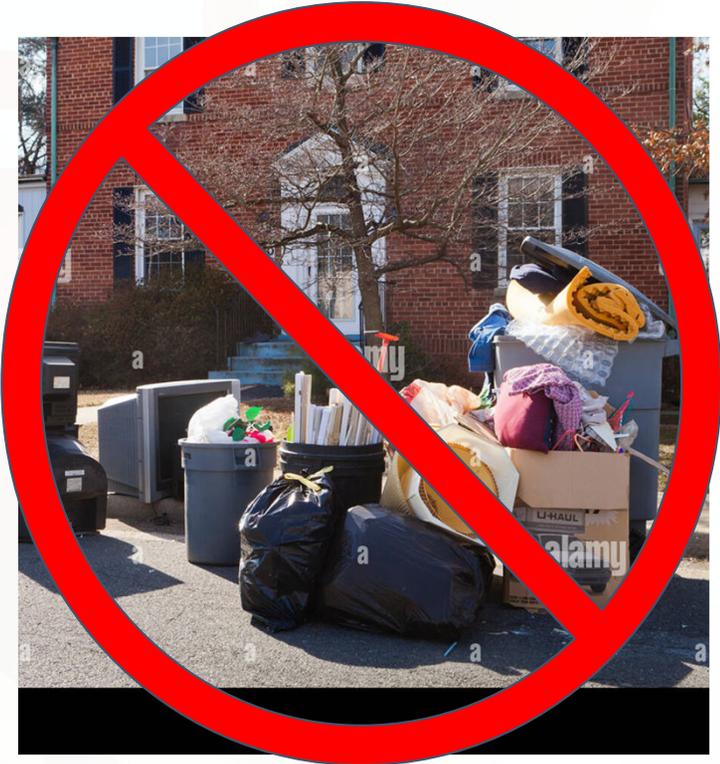
Examples of Constructive Eviction

- A landlord sends harassing messages to a tenant repeatedly, makes threats, or uses insulting or degrading language.
- A landlord installs a camera in a tenant's private space.
- A tenant tries to move into a unit and finds someone who doesn't live there inside.
- A landlord doesn't repair a critical security or habitability issue in a reasonable time.



New Eviction Protections

- The landlord must provide 6 days notice in advance of the scheduled eviction date. 4-14 days notice may be required and notice may vary by local jurisdiction.
- Landlords must notify tenants **by first class mail with a certificate of mailing and by posting to the door with a time and date stamped photo**. They must also text or email the tenant if they have a phone or email address.
- Local jurisdictions are seeking to implement or adding new protections for tenants' personal property. Landlords should check local law regarding tenant property rights.
- The landlord is required to provide a tenant with the following statement related to disposition of property:
"YOU COULD LOSE ALL YOUR PERSONAL BELONGINGS LEFT INSIDE YOUR HOME WHEN THE EVICTION OCCURS. LOCAL LAWS AND PRACTICES ABOUT DISPOSAL OF ANY OF YOUR PERSONAL BELONGINGS UPON EVICTION VARY. YOU MAY SEEK ADVICE BY CALLING 211 FOR A LEGAL REFERRAL 18 OR BY CONTACTING THE DISTRICT COURT HELP CENTER AT (INSERT THE TELEPHONE NUMBER FOR THE DISTRICT COURT HELP CENTER) OR (INSERT THE ADDRESS FOR THE WEBSITE OF THE DISTRICT COURT HELP CENTER) TO SPEAK TO AN ATTORNEY.";



Certificate of Mailing

- Not the same as certified mail.
- Must be obtained at the post office at time of mailing and the post office verifies that a document was mailed.
- Sender keeps the certificate as evidence of having sent the notice by mail.
- This makes sure the mailing is documented without relying on the tenant to sign for it (certified mail).

UNITED STATES POSTAL SERVICE **Certificate Of Mailing** To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: _____

To: _____ Postmark Here

PS Form **3817**, April 2007 PSN 7530-02-000-9065

When can a landlord enter the unit?

- They have sent 24 hours advance written notice.
- They are entering between 7am and 7pm Monday - Saturday consistent with written notice.
- The tenant requested them to enter to make a repair or agreed to a time for entry.
- There is an emergency situation.
 - Flood
 - Fire
 - Requested welfare check



Tenants' Bill of Rights

Tenant Right of First Refusal

- Tenants who are named on a lease and have been leasing the property for 6 months have a right of first refusal to purchase a residential rental property of 3 units or less if the owner is seeking to sell it.
- This right cannot be waived or transferred but can be exercised jointly.
- This only applies to active tenants, not former tenants.
- Some types of sales are exempt from ROFR requirements.

Tenant Exclusive Negotiation Period / Right of First Refusal

What sales are not subject to the Exclusive Negotiation/Right of First Refusal requirements?

The Right of First Refusal and the Exclusive Negotiation Period don't apply in property sales when the property is sold:

- to a business wholly owned by the owner
- to a family member of the owner
- under eminent domain
- in a court ordered or bank sale
- in a tax sale
- to a nonprofit or government entity
- by an estate fiduciary as part of the disposition of an estate
- as a single multifamily property with 4 or more residential units (condos are considered 1 residential unit)

Tenants' Bill of Rights

What is the Right of First Refusal?

Before selling a property, the property owner is required to offer a tenant the opportunity to purchase a residential rental property

Landlord must:

- Provide the tenant with a **notice** that you intend to sell the property and offer the tenant an opportunity to meet the proposed price or match a third party offer.
- **Report to the state** that you have offered the tenant 30 days to respond to your notice.
- Refrain from listing or accepting a third party offer until 30 days have passed or tenants have responded to accept, decline, or counter offer to purchase.

What rights do tenants have with regard to purchasing the property?

- Tenants cannot assign or transfer their Right of First Refusal to a 3rd party.
- Tenants cannot waive their Right of First Refusal, only decline to purchase once offered.
- If the tenant declines in writing the owner can proceed to list prior to the conclusion of the 30 day period based on the tenant having declined the offer.
- Tenants can purchase the property jointly with a friend or family member of their choice so long as they are on the deed.
- A friend or family member of the tenant can purchase the property for the tenant as a gift so long as the property is at least partly in the tenant's name.
- Tenants can buy properties jointly by mutual agreement or 1 tenant can buy and become the landlord of the other tenants if some tenants wish to remain as tenants.
- Tenants have the right to buy a property which is subject to ROFR requirements even if they do not reside in the property so long as they meet the definition of a tenant for an applicable property.



Tenants' Bill of Rights

Landlord Restrictions

- Discrimination on the basis of protected class status (race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, national origin, source of income, or military status)
- Retaliation for organizing, requesting repairs, reporting violations, etc.
- Disrupting quiet enjoyment
- Unreasonable entry / inspection and inspection / entry without proper notice

Tenants' Bill of Rights

Contacting the Office of Landlord and Tenant Affairs

Hotline: 855-511-3423

Email: otla.dhcd@maryland.gov

Partnerships and Outreach Manager: Emily Button emily.button@maryland.gov

Office: 301-429-7598

Cell: 443-827-7208