

# HOWARD COUNTY OWNER/LANDLORD HANDBOOK 2012

**PRODUCED BY THE HOWARD COUNTY GOVERNMENT**

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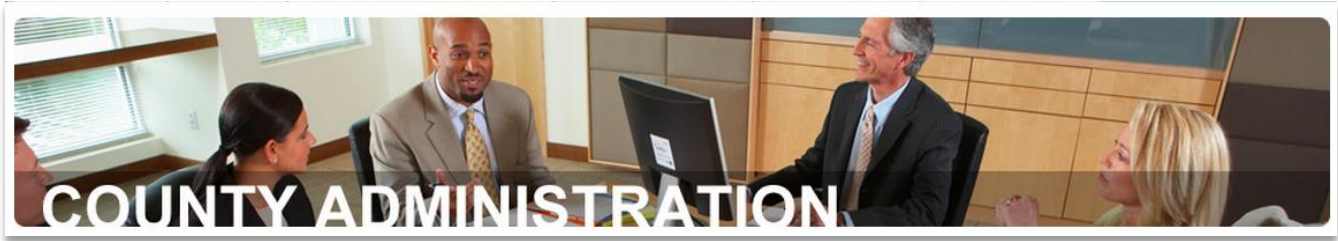
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## **What is Fair Housing?**

One of our most fundamental rights is to live peaceably where we choose. Fair Housing is the right of all people to buy, sell or rent residential property, and to live where they wish without discriminatory criteria.

## **Our Rights to Fair Housing in Howard County**

**Having chosen a place to live, we are guaranteed the right to reside there peacefully, without regard to race, religion, color, creed, national origin, physical or mental disability, political opinion, sexual orientation, age, sex, familial status, marital status, personal appearance, source of income, occupation, or Gender Identity. Local jurisdictions are allowed to enact broader legislation than is currently in State of federal law.**

The Federal Fair Housing Act covers most housing. In some circumstances, the exempts owner-occupied with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members. However, Howard County MD has a broader definition of Fair Housing and the additional bases or protected classes as listed above. The Federal Fair Housing Act makes it illegal to discriminate on the basis of race or color, national origin, religion, gender, familial status and disability.

If you have questions about your fair housing rights and responsibilities in Howard County, call the Office of Human Rights (410-313-6430) and speak to an investigator.

## **What is Housing Discrimination?**

It is unlawful to discriminate against anyone in the sale, lease or rental of housing, or in mortgage lending. It is also unlawful to act or fail to act or unduly delay any action regarding any person seeking housing. Housing discrimination includes interfering, threatening, or intimidating a person in the exercise of enjoyment of his or her rights.

## **Ways to Recognize Housing Discrimination**

**In the Sale and Rental of Housing: No one may take any of the following actions based on race, religion, color, creed, national origin, physical or mental disability, political opinion, sexual orientation, age, sex, familial status, marital status, personal appearance, occupation, source of income or gender identity:**

- Refusing to rent or sell a person housing;
- Falsely stating the housing is unavailable for inspection, sale or rental;
- Deny persons with disabilities reasonable accommodations;
- Advertising housing to preferred groups of people;
- Showing homes or apartments only in certain neighborhoods

- Refusing to provide information regarding mortgage loans, denying a mortgage loan or imposing different terms and conditions for similar buyers;
- Setting different terms, conditions or privileges for the sale or rental of a dwelling;
- Denying someone property insurance;
- Providing different housing services or facilities;

### **Additional Protections for Individuals with Disabilities**

If the resident of a dwelling has:

1. A physical or mental disability (including, but not limited to, hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities;
2. Has a record of such a disability;
3. Is regarded as having such a disability, a housing provider **MAY NOT**:

Refuse to let them make reasonable modifications to the dwelling or common use areas, at the residents expense, if it may be necessary for the resident to fully use the housing. Where reasonable, a landlord may permit changes only if the resident agrees to restore the property to its original condition after moving out

or

Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for the resident to use the housing on an equal basis with nondisabled persons

Example: A building with a “no pets” policy must allow a tenant with a disability to have an assistance animal.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request for a mobility-impaired tenant for a reserved space near their unit if it may be necessary to assure access.

### **Additional Protections for Families with Children**

The Fair Housing Act and the Howard County Code make it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age, with familial status. Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (include adoptive or foster parents).

Example: Source of Income Discrimination in Howard County - it is illegal:

- To deny a person with a housing choice voucher (formerly Section 8 voucher) the rental of housing because they are using such governmental assistance to pay for all or part of their rent

- To enact policies which have a discriminatory impact on persons using such governmental assistance

### **Exemption: “Housing for Older Persons”**

The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “Housing for Older Persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as identified in the State or Federal Program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intend and operated for occupancy by persons 55 years of age and older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- At least 80 percent of the units must have at least one occupant who is 55 years of age or older; and
- The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- The facility or community must comply with HUD’s regulatory requirements for age verification or residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for discrimination based on race, religion, color, creed, national origin, physical or mental disability, political opinion, sexual orientation, sex, marital status, personal appearance, or occupation.

### **How to file a complaint with the Office of Human Rights**

You may download and complete the Intake Information form, which can be mailed, faxed, emailed or brought into the office. Then the Intake Investigator will need to interview you. This can be done in person or over the phone. The Intake Investigator will draft a complaint for your approval which will then need to be signed.

If you are a landlord or a homeowner renting a dwelling in Howard County, OHR will answer questions about your rights and responsibilities under Section 12.207 of the Howard County Code. Please call OHR at 410-313-6430.

<http://howardcountymd.gov/DisplayPrimary.aspx?ekfrm=6442460895> (Link to intake form)

### **Contact Information**

Office of Human Rights  
6751 Columbia Gateway Drive  
Columbia, MD 21046  
410-313-6430



The Department of Inspections, Licenses and Permits (DILP) is dedicated to assuring that buildings are built in such a way that they are safe and functional. To do this we apply construction standards that are adopted by the County Council in the form of construction codes.

DILP also issues licenses for a variety of purposes. These include rental housing, taxi operators, electricians, dogs, cats, etc. In the case of licensing, the County Council has passed regulations that guide DILP in determining the qualification of a person or place to be licensed. Simply put, our Mission is to provide the best and most efficient service to our permit and construction customers while assuring that the users of buildings will have good cause to feel confident of their safety and health. We also want to assure ourselves, and the public that licenses are well qualified for the task for which they are licensed and fully capable of performing to a high standard.

**DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS  
INSPECTIONS AND ENFORCEMENT DIVISION  
NEW RENTAL HOUSING INSPECTION CHECKLIST**

**PLEASE NOTE THIS CHECKLIST IS MERELY A GUIDE CONTAINING MOST COMMONLY FAILED ITEMS, IT IS NOT ALL INCLUSIVE:**

**Smoke Detectors**

**A SMOKE DETECTOR MUST BE ON ALL FLOORS OR WINGS OF THE HOUSE.** There must be a smoke detector **INSIDE EACH BEDROOM** as well as the hallway area outside the bedrooms. Check smoke detectors for operation on all floor levels and inside all bedrooms. If original smoke detectors were hard-wired (A/C wired, 110 volt electrical), they must remain hard-wired although new smoke detectors installed inside the bedrooms can be battery operated.

**Fireplaces**

Check for condition of fireplaces. If it is a wood burning fireplace, must have proof of chimney flue cleaning within the last 12 months. **DOCUMENTATION MUST BE PROVIDED.**

**Well/Septic Served Properties**

If your property does get its potable (drinking) water from a well, you must have your water tested for potability to ensure it is safe for tenants to drink. You must provide the Inspector with a recent copy of this report indicating that the water is free from contamination prior to approval of the license. Provide documentation indicating septic was pumped within last 3-years.

## Occupancy Limitations

Bedrooms – Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof. Living Room – 3 to 5 occupants must have a minimum of 120 square feet, 6 or more occupants must have a minimum of 150 square feet. Dining Room – 3 to 5 occupants must have a minimum of 80 square feet, 6 or more occupants must have 200 square feet. Combined living room and dining room spaces - If the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living/dining room. There are additional requirements for efficiency Apartment units whose maximum occupancy is 3 persons.

## Hot Water Heater

Check to ensure temperature and pressure relief valve is piped down to the floor not more than 6 inches above floor level or piped into sump pump pit or other approved termination. Check venting if gas fired. Assure clearances. Suggest carbon monoxide (CO) detector if appliances are gas fired.

## Washer/Dryer

(if provided) – Check the hookups and turn them on a short cycle to ensure there are no leaks and they are in working order. The dryer should be vented to the exterior or as per manufacturer's instructions. **Flexible exhaust duct must be metal and not plastic.**

## Electrical Panel Box

Check for tripped breakers, missing spacers or breakers providing access to the interior buss bar. A minimum clear space 30 X 30 inches must be left open leading up to the electrical panel.

## Electrical Service Cable

Property owners are responsible for maintaining the electrical service cable to the home. If this cable is in disrepair (wire covering deteriorating), it must be replaced by a licensed electrician, under permit.

## Furnace

Forced air, heat pump or other forced air type unit, check for filter, if visible, is it clean. If gas fired, check condition of flue pipe for holes, rust, is connection tight, clearance to combustible materials usually 18 inches on single wall flue. Last service invoice is important to note.

## Hot Water Boiler

May provide domestic hot water in addition to heat, boiler circulates hot water through a system of pipes and radiators and baseboard heating units. Look for a temperature and pressure relief valve; it must be piped down to within 6 – 8 inches of floor level.

## Rooms on all Floors

Check perimeter of room (floors/ceilings) for water damage, i.e., stains or suspected mold, check electrical outlets quantity and use your tester on random outlets; **OUTLETS CANNOT BE PAINTED OVER.** Note how many bedrooms.

## **Basement**

Check for window meeting egress requirements in basement if there is a bedroom in the basement. Check for signs of leaks at foundation, exterior door, areaway or flooring above.

## **Bathroom/Powder Room**

Check for ventilation fan exhausted to the exterior or operable window; check bathtub/shower tiles for loose tiles and proper caulking at wall and tub as well as where the tub meets the floor; check floors to ensure they are impervious to water and have no loose or missing tiles; flush toilets, run water in bathroom lavatories (basin), check for hot water at faucet; check under the vanity cabinet for any water leaks or signs of previous water leaks, and all caulking is in good condition; toilet seats should be hard surface.

## **All Rooms**

Check to ensure that all switch plates and duplex outlet covers are installed, check for open (exposed wires) electrical junction boxes. Ensure that receptacles are not painted. Check for holes in walls, floors and ceilings. Ensure there is no peeling paint. Close and lock and reopen all interior doors for fit and operation.

## **Windows**

Check windows to ensure there are locks on all first floor windows (with a sill height of 6 ft. or less from ground), and window functions properly. Windows must be able to remain open without slamming shut. Ensure window screens are in place and free of holes.

## **Sprinklers**

If the house has a sprinkler system (for fire suppression), check sprinkler heads for clearance requirements and ensure that no heads are painted or damaged. Ask for a copy of the last sprinkler report (in multi-family buildings). If residential sprinkler system in single family dwelling, no report may be available.

## **Kitchen**

Run water in sink and check for leaks under the sink, check garbage disposal for operation and proper electrical connection; check inside stove to ensure it is clean and sanitary. Turn on stove and burners to ensure they are in working order; check stove hood fan and light for operation; look inside dishwasher to ensure it is clean and sanitary; turn on dishwasher to ensure it is working properly if you suspect it is not; look inside cabinet doors for signs of roach infestation and ensure they are clean and sanitary; look inside refrigerator (if provided) for clean sanitary condition free of odors; dishwasher is attached to under counter; drawers do not pull out all the way and are attached on drawer rails; cabinets and counter surfaces are not delaminated or damaged.

## **Stairways (inside/outside)**

Check to ensure handrails are in place and secured if there are more than four risers.



## Exterior

Check to ensure that gutters and downspouts are not crushed or clogged and are free of overhanging branches. Since it is hard to determine the condition of a gutter from the ground, look for plant/weed growth which is a sure sign it is clogged up; splash blocks should be in place at the termination of the downspout; look for green discoloration on siding which is a sign that gutters and downspouts are not functional; look for large areas of moss growth near foundation wall-this may indicate standing water; look for areas where topsoil is missing exposing stones/pebbles; ensure that globes are on all exterior light fixtures (all exit doors require a light); ensure there are no holes in the exterior that would allow nuisance animals to enter; ensure there is no rotted wood trim or cracking or peeling paint; visually look at roof covering for signs of deterioration (note any clawing shingles or missing shingles); check fences and/or gates to ensure they are structurally sound and hardware is in place on all gates; ensure that sliding doors work properly and screen slider is secure; if the house has a deck, check it to ensure it has proper railings and is structurally sound; check sidewalks/steps for tripping hazards.

## Premises Identification

**ADDRESS NUMBERS MUST BE POSTED IN A POSITION TO BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.**

These numbers shall contrast with their background. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

## Deadbolt Locks

Doors providing access to the unit shall be equipped with a deadbolt lock designed to be readily operable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch. For this purpose, a sliding bolt shall not be considered an acceptable deadbolt lock. **ALL DOUBLE-KEYED DEADBOLTS MUST BE REPLACED WITH APPROPRIATE LOCK.**

Detailed information regarding the local rental code, permit, and inspection process can be found at the following link:

<http://www.co.ho.md.us/displayprimary.aspx?id=6442459602> (DILP Website)

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## Office of Consumer Affairs

The Howard County Office of Consumer Affairs, a division of the Howard County Department of Citizen Services, provides consumer information, assists in resolving consumer-merchant disputes, including tenant-landlord disputes and enforces Howard County Code sections that provide a number of protections for consumers, including:

- Prohibitions Against Deceptive or Unfair Trade Practices – Sections 17.400 to 17.413;
- Home Sales Contracts – Sections 17.500 to 17.506;
- Trespass Towing - Motor Vehicle Towing From Private Property – Sections 17.600 to 17.612;
- Solicitors and Peddlers – Sections 14.700 to 14.710;
- The Conversion of Rental Property to a Condominium Regime – Sections 13.1200 to 13.1204.

### **Frequently Asked Questions -- Landlord-Tenant Issues**

The Maryland Landlord Tenant law, Title 8 of the Maryland Real Property Code, governs all residential landlord-tenant relationships. The following Q&A addresses the issues that are the basis for most landlord-tenant disputes. To review actual text of the Landlord Tenant law, go to:

<http://www.lexisnexis.com/hottopics/mdcode/> (Code of Maryland – Search Real Property)

#### **Rental Housing Application Fees**

- Can a landlord charge an application fee?

An application fee is any fee other than a security deposit paid to a landlord before a lease is signed. Landlords can use application fees to cover the costs of processing an application (such as the cost of running a credit check. If a landlord rents more than four units on one piece of property, and an application fee is required, the application must explain the prospective tenants' rights and obligations. Any other fee (such as "pet fees" or "cleaning fees") must be treated as part of the security deposit.

- Can the landlord keep the entire application fee?

Landlords can only keep application fees up to \$25. If the application fee is more than \$25, the landlord must refund any amount that was not actually used to process the application. The excess amount must be refunded within 15 days after the tenant has moved in or within 15 days after either the tenant or landlord has given written notice that the rental won't take place.

- What if the landlord withholds more than \$25 of the application fee?

The tenant should ask the landlord to provide a written explanation of exactly what expenses were incurred. If the tenant is not satisfied with the explanation, s/he can file a complaint with the Office of Consumer Affairs.

## **Residential Leases**

- What is required for an effective lease?

A lease is a contract between a tenant and landlord for the rental of property. A lease can run for a set length of time (such a year), or run “month-to-month.” Month-to-month leases continue indefinitely until either the landlord or tenant provides the other with notice of his/her intention to end the tenancy. A lease with a set-duration terminates at the end of the stated period unless it contains a clause that provides that the lease will “automatically renew” for another term unless one of the parties notifies the other of his/her intention to terminate.

- Does a lease have to be in writing?

If the landlord has five (5) or more dwelling units for rent in the state, the leases used must be in writing. If such a landlord fails to give a written lease, the term of the tenancy is presumed to be one (1) year from the date the tenant moved in unless the tenant ends the tenancy earlier by giving one (1) month’s written notice.

- Is there a limit on how much the landlord can charge for rent?

No. There are no state-wide or Howard County rent control laws. Tenants should, therefore, comparison shop to find the best rental property for their budget.

- Are the terms of a lease negotiable? That is, can a tenant request changes to the landlord’s standard lease?

Yes. While many landlords use a “standard lease” for all their tenants, there is nothing to prevent tenants from negotiating their own terms with the landlord. Additional terms can be written on the agreement and terms that are unacceptable can be crossed out so long as the landlord agrees and they are not contrary to state or local laws or ordinances.

- What terms are required by law to be in a lease?

Maryland law requires that leases:

- include a statement that the premises will be available in a reasonably safe, habitable condition, or a statement disclosing the condition of the premises;
- specify the landlord and tenant’s obligations as to heat, gas, electricity, water and repair of the premises (Note: if the rental property does not have its own meter to measure the tenant’s usage, the lease may require the tenant to pay a separate billing company for these services based on a formula established by the billing company); and
- include the name, address and telephone number of the landlord or the person who is authorized to accept service of process on behalf of the landlord (Note: this information may be posted in a conspicuous place on the property instead of in the lease).

- What terms are prohibited by law from being in a lease?

A lease may not:

- authorize a confessed judgment, whereby tenants waive their right to defend themselves, waive any of the tenant's rights or remedies provided by law, or waive the tenant's right to a jury trial;
  - give the landlord the right to evict the tenant or take the tenant's personal possessions without a court judgment;
  - impose a late rent fee of more than 5 percent of what's owed or impose a late rent fee of more than \$3 a week if rent is paid weekly (not to exceed \$12 a month);
  - provide for less than 30 days notice to terminate the lease; or
  - allow a landlord to evict a tenant or terminate a tenancy solely as retaliation against the tenant's planning, organizing or joining a tenant organization with the purpose of negotiating collectively with the landlord.
- Is the landlord required to give a prospective tenant a copy of the lease before agreeing to rent?

Yes. Upon written request from the prospective tenant, the landlord must provide a copy of the proposed lease that is complete in every detail except the date, tenant's name and address, and rental rate, without requiring the execution of the lease or a deposit.

- What notice is required to terminate a tenancy?

At least one month's notice is required to terminate both yearly and month-to-month tenancies. The parties can agree to a longer notice period so long as the tenant is not required to give more notice to the landlord than the landlord is required to give to the tenant.

- How do "automatic renewal clauses" work?

Such clauses allow the lease to automatically renew for another term, or on a month-to-month basis, unless the landlord or tenant gives proper notice that they will not renew. To be enforceable, the automatic renewal clause must be distinctly set apart from other lease provisions and provide a space for the written acknowledgment of the tenant's agreement.

- Can a landlord raise the rent or change other lease terms when the lease automatically renews?

If the lease has an automatic renewal clause, the landlord must notify tenants of any rent increase or other change with enough notice for the tenant to decide whether they want to renew.

## **Security Deposits**

- Can a landlord collect a security deposit?

Yes. A security deposit is any money paid by a tenant to a landlord that protects the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of the lease. A landlord cannot collect more than two month's rent. If the tenant is charged more, s/he can go to court to recover up to (3) three times the extra amount charged, plus reasonable attorney's fees.

• What information must a landlord give a tenant about the security deposit?

A landlord is required to provide the tenant with a security deposit receipt which may be included in the written lease. The receipt/lease must notify the tenant of certain rights including:

- the tenant's right to be present at the inspection of the premises at the beginning of the tenancy for the purpose of making a written list of all existing damages;
- the tenant's right to be present at the landlord's inspection of the rental property at the end of the tenancy to determine if any damage was done during the tenancy;
- the landlord's obligation to conduct the inspection within five (5) days before or after the intended move-out date;
- the tenant's right to receive a written list of damages within 45 days after the termination of the tenancy;
- the landlord's obligation to return any unused portion of the security deposit within 45 days after the termination of the tenancy; and
- a statement that the landlord's failure to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld plus reasonable attorneys fees.

• Will the tenant get the security deposit back at the end of the tenancy?

The landlord must put the security deposit in an escrow account for the duration of the tenancy. The landlord must return a tenant's security deposit plus interest, less any damages rightfully withheld within 45 days after the tenancy ends. If the landlord fails to do this, the tenant may sue for up to three (3) times the withheld money plus reasonable attorney's fees.

• What happens to the security deposit if the rental unit has been damaged?

The landlord may withhold some or all the security deposit to cover damages in excess of ordinary wear and tear to the rental property. If the landlord withholds any part of the security deposit to cover such damages, s/he must send the tenant a written list of the damages, with a statement of what it actually costs to repair the damages, by first-class mail to the tenant's last known address within 45 days after the tenant moves out. If the landlord fails to do this, s/he loses the right to withhold any part of the security deposit.

• Can the landlord keep the security deposit to cover unpaid rent or breach of lease?

A landlord can keep the security deposit only to the extent that the landlord has actually been damaged. For example, if a tenant moved out before the end of his lease term but his landlord was able to re-rent the property five days after the tenant left, the landlord can only keep that portion of the security deposit that relates to the five days of lost rent and expenses he incurred in advertising the rental property.

• How much interest does the landlord have to pay on the security deposit?

Beginning October 1, 2004, the law governing security deposit interest rates requires landlords to pay simple interest of 3 percent for every six months the tenant has lived in the apartment. The interest rate required by law prior to October 1, 2004 was 4 percent.

- Can a landlord use a surety bond in lieu of a security deposit?

Landlords can ask tenants to pay obtain a security bond instead of paying a security deposit. Like a security deposit, a surety bond protects the landlord from damages (in excess of normal wear and tear) made to the rental premises, lost rent or damages due to breach of lease. These bonds, however, do not relieve the tenant from having to pay for such damages at the end of the tenancy. Unlike a security deposit, the premium paid for a surety bond is not refundable at the end of the tenancy.

While a landlord can ask tenants to purchase a surety bond, they cannot require a tenant to purchase a surety bond instead of, or in addition to a security deposit. Landlords are also not required to accept surety bonds in lieu of security deposits. In other words, both the landlord and tenant must agree to the use of a surety bond. More information on surety bonds can be found in the Maryland Commercial Law Code, Section 8-203(i).

### **Landlord and Tenant Responsibilities**

- What happens if the rental property is not available on the agreed-upon move-in date?

If a landlord fails to allow a tenant to take possession of the rental property at the beginning of the lease term, the tenant has the right to cancel the lease with written notice to the landlord. The landlord is also liable for any resulting damages suffered by the tenant regardless of whether the tenant cancelled the lease.

- Is the landlord required to keep records and/or provide a receipt for the tenant's rent payments?

Yes. The landlord must keep records that show the dates and amounts of rent paid. The landlord must give a receipt if the tenant pays in cash or requests a receipt.

- What responsibility does a tenant have if a co-tenant (roommate) fails to pay his/her share of the rent?

Usually, if both tenants have signed the lease, they are “jointly and severally” liable for the entire rent payment. In other words, if one tenant fails to pay a portion of the rent, both tenants can be held liable for the shortage. Therefore, both tenants can be evicted and ultimately sued for rent owed by one of the tenants. To avoid eviction, a tenant may want to cover the shortfall and then take whatever informal or legal action necessary to recover the money from the co-tenant.

If only one tenant has signed the lease, that tenant is responsible for the entire rent payment. The tenant may bring a legal action against the co-tenant if s/he can prove that they agreed to both pay the rent.

- Is a landlord allowed to charge a late fee?

Yes, a landlord may charge a fee for late rent not to exceed five (5) percent of the rent and the amount must be stated in the lease.

- When may the landlord enter the leased property?

The tenant's lease will usually specify when the landlord can enter and under what circumstances. For example, the lease may say that the landlord must give the tenant 24-hours notice to enter the property to make repairs unless there's an emergency.

## Repair and Maintenance of Rental Property

- If the landlord fails to make repairs, can the tenant withhold the rent?

If a landlord fails to repair serious or dangerous defects in the rental property, tenants have the right to pay their rent into an escrow account established by the local district court. Rent escrow is not provided for defects that just make the property less attractive or comfortable. Examples of serious or dangerous conditions include:

- Lack of heat, light, electricity or water (unless the tenant is responsible for utilities and the utilities were shut off because the tenant failed to pay the bill);
- Lack of sewage disposal or rodent infestation in two or more units;
- Lead paint hazards that the landlord failed to address;
- Structural defects that present a serious threat to the tenant's physical safety;
- Conditions that present serious fire or health hazards.

- What do tenants have to do in order to pay their rent into rent escrow?

- Tenants must notify the landlord by certified mail of the conditions that pose a life, health or safety threat or be able to show that the landlord has been notified the violations from an appropriate agency such as the local housing department;
- The landlord has a reasonable time after receipt of the notice to correct the conditions. If the landlord fails to do this, the tenant ask to pay his/her rent into a rent escrow account;
- Before establishing an escrow account, the court will hold a hearing to listen to both sides of the story. If the account is set up, the tenant must continue to pay rent into the account;
- Depending on the circumstances, the court can return all or part of the rent escrow payments to the tenant, give all or part of the payments to the tenant or landlord r to make repairs, or appoint an administrator to ensure that repairs are made.

- What are a landlord's obligations for dealing with lead paint in a rental property?

- Register the property with the Maryland Department of the Environment;
- Give tenants the pamphlets "Lead Poisoning Prevention: Notice of Tenant's Rights" and "Protect Your Family From Lead in Your Home," and
- Perform Full Risk Reduction Measures (lead hazard treatments) in the property, get a Risk Reduction Certificate and give a copy to all tenants before they move in.
- Federal law requires that landlords renting properties built before 1978 disclose any known lead-based paint hazards on the property to the tenant before the lease is final.

- Can a landlord refuse to rent property to families with lead-poisoning histories?

No. Landlords have been sued for requiring that families disclose the blood lead levels of their children prior to approval of their rental applications, and for discriminating against families with lead-poisoned children.

## **Breaking a Lease**

- What are the tenant's obligations if s/he wants to move out before the end of the lease?

A lease obligates the tenant to pay rent through the end of the lease term. So, if a tenant breaks a lease, the landlord can hold the tenant responsible for the rent due through the remainder of the lease term. However, the landlord must make a reasonable effort to re-rent the apartment to limit the tenant's losses. If the landlord is able to re-rent the dwelling unit, the tenant is responsible for the rent until the date the new tenant moves in and any cost of re-renting, such as advertising fees. However, a landlord with multiple vacant units is not required to show or lease the vacated unit in preference to other available units.

- Can the terms of a lease alter the tenant's obligations for breaking the lease?

Yes. Some leases have a "liquidated damages clause" that allows the tenant to cancel the lease with a certain amount of notice and the payment of a fee (e.g. two month's rent).

- What if the tenant is in the military and is transferred to another post?

Maryland law provides that if military personnel receives orders for a permanent change of station (or temporary duty for more than three months), his/her liability for breach of lease may not exceed 30 days' rent after written notice (and proof of the assignment) plus the cost of any damages to the rental unit.

- What if the tenant is unable to continue the tenancy due to a medical condition?

Maryland law provides that if a tenant has a certification from a physician (signed and on the physician's letterhead or printed prescription form) stating that the tenant has one of the medical conditions described below, the tenant's liability for breach of lease may not exceed two (2) month's rent after the tenant vacates the premises. This applies to tenants whose medical conditions either (1) substantially restricts their mobility within leased premises home or from leaving or entering the leased premises; or (2) requires the tenant to move to a home or other facility to obtain a higher level of care than can be provided in the leased facility.

## **Eviction**

- For what reasons can a tenant be evicted?

A landlord can seek to evict a tenant from a rental unit for non-payment of rent, failing to move out at the end of the lease term or for breaching any of the lease terms (such as exceeding the number of occupants allowed for the unit). In addition, the State's Attorney, County Attorney or community associations may bring eviction actions against tenants involved in illegal drug activities.

A landlord cannot evict a tenant (or increase the rent or fail to provide services) in retaliation for: organizing or joining a tenant's organization; filing a written complaint with the landlord, the housing inspector's office or other agency; filing a lawsuit against the landlord; or notifying the landlord that there are lead hazards in the property or that there is a child with an elevated blood lead level in the property. To stop a retaliatory eviction, however, the tenant must prove that retaliation was the only reason for the landlord's actions.



- Can a landlord order a tenant to leave without going to court?

No. Eviction is a legal procedure. In order to evict a tenant, the landlord must go to District Court to obtain a judgment against the tenant. Landlords may not move a tenant's belongings out of the rental unit, change the locks or cut off utilities without a court order.

- What notice does the tenant get before being evicted?

If a tenant does not pay the rent on time, the landlord can immediately begin the eviction process by following the procedure discussed below. However, in many instances, tenants can stop the eviction by paying the rent owed (and any late fees specified in the lease).

If the tenant is holding over or has breached the lease, the landlord must give the tenant one month's advance written notice ending the lease before going to court. However, if the tenant has acted in a way that constitutes a threat to the safety of others only 14 days' notice is required.

- What procedure does a landlord need to follow to evict a tenant?

When the landlord files an eviction proceeding in court, the tenant will receive an official summons to attend a hearing. The summons may be served on the tenant in person, by mail or by posting a notice on the rental property. The tenant must attend the hearing to explain why the eviction should not proceed (for example, the tenant attempted to pay the rent but the landlord wouldn't accept it, or the landlord failed to give the tenant a month's written notice that s/he had violated the lease and must move out).

If the court rules in favor of the landlord, the landlord will get a court order for eviction called a "warrant for restitution" and arrange for a sheriff to oversee the eviction. The tenant can appeal the eviction in Circuit Court within four (4) days of the date of judgment in non-payment of rent cases, and within ten (10) days in breach of lease or holding over cases. The tenant may have to post a bond to cover the rent while the court decides considers the appeal.

On the day of the eviction, the sheriff will come to the rental unit and order the tenant and everyone on in the property to leave. The sheriff will then supervise the landlord while all the property from the unit is put on the public right-of-way. Once the property is moved out, it is the tenant's responsibility.

- Is the procedure the same if the tenant does not have a written lease?

Yes. Oral leases are binding and the landlord must use the same procedure to evict a tenant with an oral lease that is used for tenants with written leases.

**For answers to any questions not addressed above, contact CPD at 410-313-6420 or [consumer@howardcountymd.gov](mailto:consumer@howardcountymd.gov).**

## **How to File a Consumer Complaint**

To file a complaint, consumers may:

- Complete the complaint form available on CPD's website at: <http://consumer.howardcountymd.gov>, or

- Write a letter of complaint that describes the dispute and includes contact information for both parties, attach copies of relevant documents and send to.

Office of Consumer Affairs  
6751 Columbia Gateway Drive  
Columbia, MD 21046  
e-mail: [consumer@howardcountymd.gov](mailto:consumer@howardcountymd.gov)  
Fax: 410-31306453



## **What is HCH?**

Howard County Housing (HCH) consists of both the Howard County Housing Commission (a public housing authority) and the County's Department of Housing & Community Development. The Housing Commission develops and manages housing resources for low and moderate income residents, including owning and managing rental property and developing affordable homeownership opportunities. The Department administers a range of Federal, State, and County funded programs that provide affordable rental and home ownership opportunities, and grants for the development of special needs housing, rental short – to – medium term rental assistance, community facilities and the like.

## **What is the Mission of HCH?**

Howard County Housing's mission is to provide safe, quality, affordable, and sustainable housing opportunities for low- and moderate-income families who live or work in Howard County and to assist them in moving toward economic independence. Howard County Housing will pursue this mission through open, efficient, innovative, and accountable processes.

## **What is the Housing Choice Voucher Program?**

The Housing Choice Voucher Program (formerly known as the Section 8 Program) is a program funded and regulated by the United States Department of Housing and Urban Development (HUD), created to assist low income families (including the elderly and the disabled) in obtaining affordable, decent, safe and sanitary housing in the private rental market. This program is administered by local housing agencies nationwide. Participating families are free to choose any housing type (single-family homes, townhouses, apartments or mobile homes) that meets program guidelines for health, safety and rent reasonableness, and are required to pay 30 percent of their adjusted gross income toward rent and utilities. A housing subsidy is paid to the landlord by the housing agency on behalf of the family. The family then pays the difference (if applicable) between the actual lease rent and the amount subsidized by the housing agency.

## **Program Facts and Myths**

### **Myths**

#### **1. Howard County is using County funds to pay the family's rent.**

The Housing Choice Voucher Program (HCVP) is federally funded, operated nationwide, and regulated by the United States Department of Housing and Urban Development (HUD).

#### **2. The housing agency owns the units in which the family lives.**

Traditionally, neither HUD, the operating housing agency (HA) or the local jurisdiction own the unit rented by the participating family. The unit is owned by a private owner. In some cases,

housing owned by the local jurisdiction is rented to Howard County residents and voucher holders are not excluded from eligibility by virtue of the source of income law.

**3. The housing agency can evict the family from a unit.**

Only a unit owner/landlord can seek a court approved eviction for her/his unit.

**4. The housing agency can terminate the family because of neighbor complaints.**

HUD sets forth the precepts for both program eligibility and termination. There are program violations on which the housing agency **must** terminate program assistance (e.g., registered sex offenders, conviction for rape, murder and drug distribution), and those on which the housing agency may terminate program assistance (e.g., not reporting all household income, allowing unauthorized occupants, serious repeated violations of the lease, etc.). In either case all violations must well documented prior to action being taken.

**5. The Freedom of Information Act entitles County residents to information about program participants (e.g., positive identification of participating families, unit addresses, etc).**

A program participant's personal information is protected by the Federal Privacy Act, which means that the information collected by the housing agency, and thereby HUD, will only be used in the determination of program eligibility, management and monitoring. The information may be released to other Federal, State and local agencies only, when relevant and as permitted by law.

**6. All Housing Choice Voucher Program participants are unemployed and receive their income from public assistance programs.**

While there is no global requirement that program participants be employed, it is untrue that all participating families do not have wage earned income.

**7. The housing agency has enforcement power to cause a negligent owner to act.**

Neither the housing agency nor HUD has the power to cause a property owner to manage her/his property according to what is deemed acceptable practices or to enforce her/his lease to ensure that the renter is a good neighbor. For that reason, the Department of Licensing and Permits (DILP) should be notified of property deficiency. However, the HA can terminate HAP payments to negligent owners and move the family to an acceptable unit.

**8. Howard County should discontinue participating in this program or encourage property owners to refuse to accept housing choice vouchers.**

Affordable housing program provide housing assistance to a broad spectrum of residents across age, income, race and ethnicity. Housing affordability contributes to the diversity and quality of life of not only the participating families, but also the community at large. Generally, anyone who rents or purchases a home is protected by the federal, state and local Fair Housing Law. The federal law

prohibits unfair treatment on six bases - race, color, national origin, religion, sex, familial status or disability. Howard County's Fair Housing Law goes further, including 15 protections -- race, religion, creed, marital status, familial status, sex, age, sexual orientation, personal appearance, source of income, color, national origin, physical or mental disability, political opinion, or occupation – including source of income. In Howard County, a housing choice voucher is considered a source of income. Howard County is also a federal entitlement jurisdiction which means that it receives and administers federal grants that prohibit discrimination in housing.

## **Facts**

### **I. Monetary Value of a Housing Choice Voucher**

The housing choice voucher does not have a dollar value? When a family is approved for a voucher a bedroom size is assigned based on the family's household composition and the housing agency's occupancy standards. The bedroom size is matched with a payment standard. The payment standard is based on the area fair market rent published by HUD annually. The payment standard is not the rent that a landlord can charge. The payment standard is the average combined amount of rent and utilities for a unit and is used to compare to the rent the housing agency approves as reasonable to help determine affordability for the family.

### **2. Rent Subsidy Determination**

The housing agency calculates the maximum amount of housing assistance allowable, which is generally the lesser of the payment standard minus 30 percent of the family's monthly adjusted income or the gross rent (rent plus utility allowance) for the unit minus 30 percent of monthly adjusted income.

#### *Maximum Initial Rent Burden*

When a family selects a unit with a gross rent exceeding the HA payment standard, the HA must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed 40 percent of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

#### **CALCULATING MAXIMUM INITIAL RENT BURDEN**

Payment Standard: \$1,312

Contract Rent: \$1,154 | Utility Allowance: \$135

Total Tenant Payment: \$293

40% of Monthly Adjusted Income: \$390

Amount family is limited to contributing to total housing costs. \$ 390

HA maximum subsidy: \$ 996

Maximum gross rent for this family \$1154 - \$996 = \$ 158

### Maximum Subsidy

The maximum subsidy the HA can pay in the HCVP is the payment standard minus the TTP. The preliminary subsidy review is completed at the time the family is issued a housing choice voucher; however, this amount is subject to change following the income verification process. It is important for the family to know the maximum the HA will pay while searching for a unit. The actual HA subsidy can be calculated only after the family has selected a specific unit.

In the examples given, the family knows that, with its monthly adjusted income of \$700, it must contribute at least \$210 and may pay up to a maximum of \$280. The maximum the HA will contribute is \$240. In this case the HA may tell the family that the maximum gross rent that can be approved is between \$450 and \$520.

HELPING THE FAMILY DETERMINE WHAT RENT IT CAN AFFORD		
Family TTP		
(Minimum the family will pay)	\$210	
Maximum Initial Rent Burden		\$280
plus Maximum Subsidy	<u>\$240</u>	<u>\$240</u>
Family may consider units		
with gross rents between	\$450	and \$520
If the family selects a unit with a gross rent at or below \$450, the family will pay \$210.		

## Program Operation

### 1. Portability

The HCVP has a Portability feature. Portability allows the family to port or transfer the voucher to another jurisdiction (city, county or state) anywhere in the country; as long as the program participant is in good standing and the receiving jurisdiction will accept the family.

### 2. From Voucher Issuance to Lease

The HCVP places the choice of housing in the hands of the individual family. Participating families are encouraged to consider several housing choices to secure the best housing for their family needs.

The housing unit selected by the family must meet health, safety and rent standards before a unit is approved. These standards are determined by an inspection and a rent reasonableness test. A family can select a unit with a rent below or above the payment standard however the rent that the family must pay cannot exceed 40 percent of the household adjusted monthly income.

To have a unit approved for leasing all of the following conditions must be met:

1. The voucher must be valid and active.
2. The landlord/owner must have a Howard County rental license.
3. The unit passes HUD's Housing Quality Standards (HQS) inspection and meets rent reasonableness standards.
4. The voucher holder passes the landlord/owner screening process.
5. The landlord/owner is approved to do business with HCH and is not banned from receiving federal subsidy.
6. The landlord/owner agrees to abide by the HAP Contract & Tenancy Addendum, submits a fully executed lease and any other documentation (e.g., property deed) required by HCH.
7. Landlord and HA agree on rent amount.

### **3. Unit Inspection**

An initial inspection must be performed on all units before the family is approved to take possession of the unit. The units must have a Howard County government rental license and pass HUD's Housing Quality Standards (HQS) to ensure that the family resides in safe and sanitary conditions.

### **4. Moving with Housing Assistance**

A family's housing needs change over time as a result of increases/decreases in family size, changes in employment, etc. The HCVP allows families to move without the loss of housing assistance, as long as the family is in "good standing" with the housing agency and the landlord/owner. "Good standing" includes, but is not limited to not being in violation of program family obligations or the unit lease.

### **5. Approved Lease Rent**

The HCVP requires that the rent a landlord charges be approved as reasonable by the housing agency. This means that the housing agency is responsible for ensuring that the rent the landlord/owner requests for the unit be the same as or very similar to the rent for an unassisted unit (not occupied by a voucher holder), the same size, in the same neighborhood and with similar amenities. If the rent requested by the landlord is not reasonable and the landlord refuses to lower the rent, the housing agency will advise the family to search for a new unit.

If the rent is reasonable, the HA will begin the affordability test. This means that the gross rent is calculated and is the combination of the rent requested by the landlord plus the housing agency utility allowance. The utility allowance is the estimated amount (based on unit size and utility type) that the voucher holder must pay to maintain service in the unit.

### **6. HAP (Housing Assistance Payment) Subsidy**

The actual HAP can be calculated only after the family has selected a unit and the gross rent for the unit is known. The subsidy cannot exceed the maximum subsidy calculated below but may be less

than the maximum subsidy if the gross rent for the unit is less than the payment standard amount. The HAP is the lower of:

- The payment standard for the family minus the TTP, or
- The gross rent minus the TTP.

**CALCULATING THE HAP PAYMENT**

**Payment Standard \$450**  
**TTP \$210**

If the family selects a unit with a gross rent of \$425, the HAP is the lower of:

**Payment standard – TTP (\$450 - \$210) = \$240; or**  
**Gross rent – TTP (\$425 - \$210) = \$215**  
**HAP = \$215**

If the family selects a unit with a gross rent of \$500, the HAP is the lower of:

**Payment standard – TTP (\$450-\$210) = \$240**  
**Gross rent – TTP (\$500 - \$210) = \$290**  
**HAP = \$240**

Next the gross rent is compared to the program payment standard - the average combined amount of rent and utilities for a unit. If the gross rent is less than the payment standard, then the rent may be approved as affordable (or 30% of the voucher holders adjusted gross income). A gross rent exceeding the payment standard requires the housing agency to perform the 40% test; possibly allowing the voucher holder to pay up to 40% of their adjusted gross income. No voucher holder **moving** to a new unit will be approved to pay more than 40% of their adjusted gross income toward rent and utilities.

## 7. Family Obligation to Pay

A family signs a lease and has an obligation to pay the rent as stated in the lease. Failure to do so is both a violation of the lease and program family obligations. Changes in a family's household composition or income could result in a rent reduction and thus a decrease in the family's rent obligation, however these situations must be reported for evaluation. A family that signs a lease agreeing to the responsibility of maintaining utilities has an obligation to pay the utilities in a manner that avoids service termination. Failure to do so is a violation of the lease, program family obligations and HQS; this must be reported to the HA.

## 8. Process, Roles, and Responsibilities

Once a family is approved to receive program assistance and secures a unit approved for occupancy by the housing agency, the family and the landlord must sign a lease and, at the same time, the landlord and housing agency must sign a Housing Assistance Payments (HAP) Contract. Both documents must have the same date term. Upon execution, all parties -- tenant, landlord and housing agency -- have obligations and responsibilities under the program.



## **Partnership**

### **HCH's Role**

HCH is the financial intermediary who's primary responsibility is to maintain the integrity of the program as required by HUD regulation. HCH is not primarily responsible for advising the landlord on managing his/her lease or the program participant on life skills. HCH administers the HCVP locally and therefore provides eligible families with the rental assistance (e.g. eligibility, inspection and payments) that enables them to seek suitable housing. HCH contracts with landlords on behalf of families to provide housing assistance payments. HCH must terminate payment to landlords that fail to meet their obligations under the HAP Contract. HCH must reexamine the families' household income and composition at least annually and must inspect each unit at least annually to ensure HQS.

### **HUD's Role**

To cover the cost of the program, HUD provides funds to make housing assistance payments on behalf of the families and to pay for the costs of administering the program. HUD notifies HCH when additional funding opportunities are available to assist new families and monitors HCH to ensure program rules are properly followed.

### **Owner/Landlord's Role**

The role of the landlord is to provide decent, safe, and sanitary housing to the tenant at a reasonable rent. Not only must the unit initially pass HQS, but it must be maintained to those standards for as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services detailed in the lease and the HAP Contract.

### **Tenant's Role**

Once the family signs the lease and HCH approves, the family must take possession of the unit and comply with the lease and the program requirements (family obligations), which includes timely rent and security deposit payments; maintain the unit in good condition and notify the HCH of any and all changes in income or family composition.

## **Required Forms**

The forms listed below (examples in appendices) are the federally required forms that document and manage the process. The administering housing agency may have additional forms that the landlord/owner must complete to participate in the local program.

### **I. Voucher**

This document serves as proof that a family has been determined eligible to participate in the HCVP. Each document should list the number of bedrooms which the family qualifies for, and the date of expiration of the voucher.

## 2. Request For Tenancy Approval (RFTA)

This is the form to be completed by a landlord once a decision is made to rent to a Housing Choice Voucher family. This document requests specific information from the landlord including, the address of the rental unit, the number of bedrooms which it contains, the unit type, the monthly rent requested, the most recent rent charged for the unit, the effective date of the lease, responsibility for payment of utilities, the owner's name as it is to appear on the rental check, and the address to which the rental check should be mailed.

<http://www.hud.gov/offices/adm/hudclips/forms/files/52517.pdf> (Link to Request for Tenancy Approval (RFTA) Form)

## 3. Housing Assistance Payment Contract (HAP Contract)

This is the contractual agreement between the HA and the landlord. Contracts continue on a month to month basis after the end of the first year. The landlord or the tenant may terminate the contract in subsequent years on not less than a 30-day notice as specified in the Landlord Tenant Lease.

<http://www.hud.gov/offices/adm/hudclips/forms/files/52641.pdf> (Link to Housing Assistance Payments (HAP) contract)

## 4. Tenancy Addendum

The addendum serves as the official agreement between the HCVP participant and the owner. The lease addendum is meant to be a supplement to the owner's lease, but is not intended to replace it. It expressly prohibits any provisions of the owner's lease which may be in conflict with program guidelines.

Inspection Booklet – (insert link to website / language)

## **Owner Responsibilities**

The primary purpose of the HCVP is to ensure that a program participant has affordable, decent and safe housing. Once a HCVP participant is approved to occupy a unit, it is the responsibility of the owner/landlord to monitor the occupancy, and to ensure that the tenant complies with the conditions set forth in the lease.

If the program participant violates any provision of lease, the owner/landlord must follow the procedures outlined in State law for addressing lease violations. HCH or the housing agency must be informed of any actions taken by the owner/landlord; however the Program is not responsible for addressing lease violations that are not directly related to program requirements. Therefore, it is the owner/landlord's responsibility to read the Housing Assistance Payments (HAP) contract and the Tenancy Addendum (see attached), executed prior to payment, to fully comprehend the rights and responsibilities of all parties in the rental relationship – housing agency ~ program participant ~ owner/landlord.

Some of the owner responsibilities include, but are not limited to the following:

### I. Payment

HCH is responsible for determining the amount of the HAP and tenant portions (TP) due to the owner/landlord. HCH will pay the HAP to the owner/landlord and the program participant is responsible for paying her/his portion to the owner/landlord. It is the responsibility of the

owner/landlord to collect the tenant portion from the program participant, as defined by lease terms. The owner should not dismiss the tenant's failure to pay rent, even if the portion due is small compared to the HAP. If not paid, the owner/landlord must seek court action to collect all monies deemed unpaid rent by the lease including the tenant portion, late fees and water bill.

## **2. Screening**

HCH is responsible for determining program eligibility for anyone that applies for HCVP assistance; which includes a criminal background check. It is the owner/landlord's responsibility to determine suitability for any program participant that expresses interest in renting her/his unit. This means that he/she is responsible for checking the program participant's credit and rental references.

## **3. Occupancy**

The lease should specify who is authorized to reside in the unit. If the program participant violates the lease by allowing an unauthorized occupant, the owner should promptly notify HCH, but he/she must address the violation according to her/his lease provisions.

## **4. Condition of the Unit**

It is the responsibility of both the landlord and tenant to ensure that the unit complies with Housing Quality Standards (HQS). Consequently, HCH recommends that the lease include provisions about unit maintenance and that the owner/landlord make periodic unit inspections. As well, the lease should include guidelines what constitutes "reasonable notice" when entering the unit to perform an inspection or required maintenance and the owner/landlord's rights to enter the unit.

HCH is required to inspect the unit no less than annually, but will perform complaint inspections upon request. If during an annual or complaint inspection an HQS violation is noted the owner or tenant may be responsible for making the repairs. However if the owner is cited and the owner determines the violation is tenant caused, the landlord may hold the tenant responsible reimbursing the cost of the repair (as stated in the lease) or, in some cases, give the tenant notice to vacate the unit as allowed by lease provisions.

## **5. Lease Termination**

HCVP regulations prohibits lease termination in the first year of tenancy unless one of the following occurs: (1) serious, repeated violation of the terms and conditions of the lease; (2) violation of federal, state, or local law which imposes obligations on the family in connection with the occupancy and use of the dwelling unit and surrounding premises or (3) "other good cause". Otherwise, after the first year of tenancy, the owner/landlord may terminate the lease with proper notice (no less than 30 days) to the program participant/tenant. The owner may evict a program participant/tenant from her/his unit by instituting a court action. All actions taken against the program participant/tenant must be reported, in writing, to HCH.

## **6. Rental License**

Prior to an initial HQS inspection being performed, the owner/landlord must have a rental license issued by the Howard County Department of Licensing, Inspections and Permits.

# **TENANT ACCOUNTABILITY**

## **1. Ending Tenancy and HAP Contract**

In tenancies for a fixed term with option for renewal, the landlord must give the tenant notice in writing at least one month before the end of the lease. In tenancies renewable on a monthly basis, one month's written notice of termination is required.

When the landlord has given a tenant proper written notice to vacate, and the tenant has refused to comply, the landlord must file for eviction with the District Court to gain possession of unit. If the court finds in favor of the landlord, the court will issue a warrant to the sheriff to remove the tenant's possessions from the dwelling unit, and will also order the tenant to pay the landlord's cost of the suit. If a tenant holds over, the tenant is liable to the landlord for all actual damages caused by the holding over, and at the least is liable for the apportioned rent for the period of holding over at the rate under the lease.

Either tenant or landlord has the right to appeal to the Circuit Court within 10 days after judgment has been rendered in District Court.

<http://www.courts.state.md.us/district/directories/courtmap.html#howard> (Link to District Court)

## **2. Non-Payment of Rent**

As soon as the rent due date has passed, as outlined in the lease, the landlord may file a written complaint under oath asking for repossession of the premises, reimbursement for rent due, and reimbursement for costs of the suit.

The Constable notifies the tenant by first class mail and also either in person or by posting the summons in a conspicuous place on the premises. The notice orders the tenant to appear in court for a hearing scheduled five days after the complaint is filed.

If the tenant attends assigned court date and pays all outstanding amounts, the landlord will not be able to proceed with the eviction. If this situation occurs on three different occasions, on the fourth (4th) incident the eviction will not be postponed.

## **3. Late Fees**

A landlord is allowed to charge a late fee that is less than or equal to 5% of the amount of the rent due. (From the Maryland Code, Real Property Article, Section 8-402)

In tenancies for a fixed term with option for renewal, the landlord must give the tenant notice in writing at least one month before the end of the lease. In tenancies renewable on a monthly basis, one month's written notice of termination is required.

When the landlord has given a tenant proper written notice to vacate, and the tenant has refused to comply, the landlord may file for eviction with the District Court. If the court finds in favor of the

landlord, the court will issue a warrant to the sheriff to remove the tenant's possessions from the dwelling unit, and will also order the tenant to pay the landlord's cost of the suit. If a tenant holds over, the tenant is liable to the landlord for all actual damages caused by the holding over, and at the least is liable for the apportioned rent for the period of holding over at the rate under the lease. Either tenant or landlord has the right to appeal to the Circuit Court within 10 days after judgment has been rendered in District Court.

## **PROGRAM PARTICIPANT/TENANT RESPONSIBILITIES**

If deemed eligible for program assistance, all program participants are briefed on all program rules and participant obligations. Annually, the program participant is required to recertify and is briefed on program regulations and his/her obligations. It is the responsibility of the program participant to abide by all program obligations, including but not limited to the following:

### **1. Income**

The head of household is responsible for accurately and timely reporting all household income for all family members. Any change in household income (decrease or increase) must be reported, in writing, by the end of the month in which the change occurs. This means that a change must be reported once the program participant starts new employment not after he/she receives his/her first paycheck.

### **2. Occupancy**

HCH uses the household composition to determine the amount of the subsidy that the family is entitled to and therefore reserves the right to approve and disapprove the members of the household and any changes to the household composition. The head of household must submit all changes to the household in writing. In the case of household additions, the head of household must request the addition prior to occupancy. In the case of move outs, the head of household must submit documentation of the former household member's new residence or death. However, program participants/tenants are allowed to have visitors as long as the visitor does not reside in the unit for more than 30 days in one year. If the program participant/tenant has a visitor for more than two weeks he/she must report the person's name, permanent address and age to HCH in writing. Additionally, if the program participant/tenant is going to be absent from the unit for more than 21 days, the tenant must report the absence in writing, in advance of the absence to HCH and the owner/landlord.

Non-approved household members are prohibited from using the program participant/tenant's address as their mailing address or as any means of contact for business (e.g., car registration, to meet residency requirements, etc.). Conversely, a program participant/tenant is not allowed to give HCH a P.O. Box as their mailing address. All correspondence from HCH must be mailed to the subsidized unit. Finally, a program participant/tenant must not sublease, own or have any interest in the unit that he/she rents, and is not permitted to receive rental assistance from any other housing assistance program.

### 3. Recertification

Program participants are required to recertify (provide accurate information about their household composition, income and any other factors that impact the rent determination) annually and must comply with the requirements of the recertification process. Failure to do so will result in the termination of program assistance.

### 4. Inspections

It is the obligation of the program/participant/tenant to maintain the dwelling unit according to HQS standards, at the very least. However, HQS does not negate any lease obligations. Failure to do so may result in the termination of program assistance. This obligation includes all lease specified utilities and reporting of maintenance needs (e.g., leaking faucets, malfunctioning smoke detectors, etc.). The program participant/tenant must notify (no less than 30 days) the owner/landlord of her/his intent to vacate the unit and thus terminate the lease. A copy of the notice must be given to HCH.

### 5. Behavior

Families receiving HCVP assistance are prohibited from participating in violent criminal activity and other activity that hinders their neighbor's peaceful enjoyment.

## **Prohibited Lease Provisions**

### I. Federal

Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable.

1. **Confession of Judgment.** Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
2. **Treatment of Property.** Agreement by the Tenant that the Landlord may take or hold the Tenant Family's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
3. **Excusing Landlord from Responsibility.** Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
4. **Waiver of Legal Notice.** Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
5. **Waiver of Court Proceedings for Eviction.** Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision but he court on the rights of the parties.

6. **Waiver of Jury Trial.** Authorization to the Landlord to waive the Tenant's right to a trial by jury.
7. **Waiver of Right to Appeal Court Decision.** Authorization to the Landlord to waive the Tenant's right to appeal a court decision or to waive the Tenant's right to sue to prevent a judgment from being put into effect.
8. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

## 2. State

To authorize a confessed judgment, whereby a tenant waives all rights to defend himself,

1. To impose a late rent penalty higher than 5% of the amount owed,
2. To give the landlord the right to evict or take any of a tenant's possessions without a court judgment,
3. To provide for less than 30 days notice to terminate a Lease.

## 3. Security Deposit Requirements

The HCVP does not determine the amount of Security Deposit collected by landlords/owners. Additionally, HCVP does reimburse landlords for amounts owed for unpaid rent, tenant damages, or vacancy loss at the point that a tenant vacates a unit. These amounts must be covered in full by the Security Deposit collected by the landlord or sought through court action.

## 4. Maryland State Law Regarding Security Deposits

A Security Deposit is any payment of money made by a tenant to a landlord which protects the landlord against:

1. Damage to the rented property caused by the tenant;
2. Failure of the tenant to pay rent; or
3. Expenses incurred due to a breach of the lease.

### **Maryland State Laws:**

- A security deposit may not be more than 2 month's rent, or \$50.00, whichever is greater.
- A tenant must receive a receipt for the security deposit. (The receipt can be included in the rental agreement.)
- The receipt of lease should tell a tenant of their right to receive from the landlord, a written list of all existing damages in the rental property, if the tenant submits a written request within 15 days of taking occupancy. (Walk thru)
- The Landlord must put the security deposit in an account that pays 3% simple interest per year or the prevailing interest rate.

- A Landlord must return a security deposit plus interest within 45 days after the end of the tenancy, less any damages rightfully withheld.
- If a Landlord withholds any part of a security deposit, he must send a written list of damages, with a statement of what it will actually cost to make repairs, by first class mail to the tenant's last known address within 30 days after the termination of the tenancy.
- A tenant has the right to be present when the Landlord inspects the apartment for damages at the end of the Lease. The Landlord must disclose this right in writing at the time that the Security Deposit is paid. The disclosure must explain that the Tenant is required to notify the landlord by certified mail at least 15 days prior to moving
  1. Change of address
  2. Request to be present at unit inspection



**HOUSING QUALITY STANDARDS CHECKLIST**  
**(used by the housing authority after passing county inspection)**



**YES NO**

**Building Exterior**

- Are foundation, stairs, rails, gutters, and porch sound and free from hazards or deterioration?
- Is there a handrail for four or more steps?
- Are the chimney and other brick work free of loose bricks and mortar?
- Is the paint chipping, peeling, or cracking?

**Living Room**

- Are there two working electrical outlets or one outlet and one permanently installed light fixture?
- Can ground floor windows and doors be locked?
- Are the windows and frames in good condition?
- Are walls, ceiling, and floors in good condition?
- Is the paint peeling, chipping, or cracking?

**Kitchen**

- Do the stove and refrigerator work properly?
- Is the plumbing free from leaks and blockage?
- Are there two working electrical outlets, or one outlet and one permanently installed light fixture?
- Can ground floor windows and doors be locked?
- Is the paint peeling, chipping, or cracking?
- Is there adequate space for storage and food preparation?

**Bathroom**

- Are the tub, sink, shower and toilet in good condition with hot and cold running water and free from blockage?
- Is there an operable, lockable window or an air vent?

Are floors, ceiling and walls clean and in good condition?

Are there two working electrical outlets or one outlet and one permanently installed light fixture?

### **Bedrooms**

Is there one bedroom, or sleeping area for every 2 household members?

Is there a window in good condition in each bedroom?

Can ground floor windows and doors be locked?

Are there two working electrical outlets or one outlet and one permanently installed light fixture?

Are floors, ceilings, and walls in good condition?

Is the paint peeling, chipping, or cracking?

### **Other Rooms and Areas**

Do the furnace and water heater work and are they in good condition?

Does the unit contain at least one working smoke detector for every level?

Does the water heater have a pressure relief valve and discharge 6 to 8 inches from the floor?

Does the unit have at least 2 exits?

Are all rooms free from electrical hazards?

Is the house and yard free from trash and other debris

Does the furnace provide adequate heat for all rooms used for living, including the bathroom?

Is the unit free from rats or severe infestation by mice or vermin (such as roaches)?

Is the unit free from loose broken or missing steps, and is a handrail provided for four or more steps?

# STEPS TO PARTICIPATE IN THE HOUSING CHOICE VOUCHER PROGRAM

