Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

MARYLAND TENANTS' BILL OF RIGHTS

(Effective October 1, 2026)

Maryland law requires the Office of Tenant and Landlord Affairs to publish a Tenants' Bill of Rights and update it annually. The Maryland Office of Tenant and Landlord Affairs website has additional language translations of the Tenant Bill of Rights on the website listed at the end of this document. The Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs drafted this document, not your landlord.

Landlords must attach the latest version of this document to every residential lease.

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

Additional information may be available through:

- The Maryland Code references listed with each right or other applicable laws
- Independent research through Maryland Court Help Centers and The Peoples' Law Library of Maryland
- Consulting with an attorney

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

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

(Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

1. RENTAL APPLICATIONS

Application fees:

- Landlords who rent five or more units can only keep a maximum of $25 for an application fee, unless their actual application related costs (such as credit checks) are more than $25.
- If a landlord charges more than $25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application-related costs.

- The refund must be made within 15 days of one of the following:
    - The tenant moved into the unit, or
    - The landlord or the applicant gives written notice that the applicant will not rent the unit.
- Before accepting an application fee, landlords who rent five or more units must disclose in writing whether they use criminal histories to screen applicants.

Application expenses:

- Applicants may ask the Landlord for a list of the application expenses.
- The list must include monetary amounts and descriptions of each expense.

Tenant screening report:

- Some landlords may choose to accept a tenant screening report that was:
    - Prepared by a consumer reporting agency within the 30 days before application is submitted,
    - Prepared by a consumer reporting agency, and
    - Obtained and paid for by the tenant.
- If a landlord accepts such a report, they may not charge you an application fee.

Criminal History Screening

- Landlords are not required to screen an applicant's criminal history, but if they screen any applicant, they must screen all applicants.
- A landlord's decision not to check an applicant's criminal history or to rent units to applicants with criminal histories may not be the basis for a civil claim against the landlord.
- If you are applying for housing from a landlord with more than five units who screens applicants' criminal history, the landlord must make a conditional offer for housing before they screen your criminal history.
- Before making a conditional offer, a landlord can require you to disclose whether you have been convicted of the following crimes in Maryland or an equivalent crime in any other state:
    - A sexual offense,
    - Child pornography,
    - First- or second-degree murder,
    - Human trafficking, or
    - Any crime that has ever required you to register as a sex offender.
- If you are applying for federally assisted housing, a landlord can also require you to disclose whether you have ever been convicted of manufacturing, distributing,

dispensing, or producing methamphetamine in federally assisted housing before making a conditional offer.

- Landlords can only withdraw a conditional offer for a substantial, legitimate, and nondiscriminatory reason if you have been convicted of:
  - a crime listed above, or
  - a felony in the five years before you applied for housing
- The landlord must notify you in writing why they withdrew the offer.
- You can request that the landlord reconsider the withdrawal of the conditional offer. You can provide written evidence that demonstrates:
  - there are inaccuracies in your criminal history record,
  - you have been rehabilitated since your criminal conviction, or
  - any other mitigating factors the landlord should consider.
- When reassessing applicants, a landlord must consider:
  - The nature and severity of the crime,
  - Your age at the time of the crime,
  - How long it has been since the conviction occurred,
  - Whether the crime occurred in your residence,
  - Whether the crime, if repeated, would impact the safety of other tenants, and
  - Any information provided demonstrating the applicant's rehabilitation and good conduct since the crime occurred.

Paying Rent with an Income-Based Housing Subsidy

- If you will pay your rent with an income-based housing subsidy, landlords cannot refuse to rent to you because of your:
  - Income,
  - Credit score,
  - Lack of credit score, or
  - Negative credit history that occurred when you didn't have the income-based housing subsidy.
- You, your subsidy paperwork, or documents provided by a public housing authority can confirm that you did not have a housing subsidy when your negative credit history occurred. The landlord can also request that a public housing authority confirm the dates that you had an income-based housing subsidy, but public housing authorities are not required to respond.
- Landlords can verify that you have enough income to pay the portion of the rent that is not covered by the subsidy and that you are required to pay. They must use the same rent-to-income ratios they use for tenants who do not use housing subsidies to pay their rent.

Pet policy:

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

Assistance Animals:

- If an animal meets the requirements of an assistance animal, they are not pets and must be allowed, regardless of your landlord's pet policy. An assistance animal is an animal that:
    - works, provides assistance, or performs tasks for the benefit of a person with a disability, or
    - provides emotional support that reduces one or more identified effects of a person's disability,
- If you have an assistance animal, your landlord can't charge an additional application fee or additional security deposit for your assistance animal. Your landlord can charge you repair fees if your assistance animal causes damage to your unit or common areas.
- Landlords may ask for information that allows them to evaluate a request for an assistance animal if:
    - Your disability is not obvious, and/or
    - Your need for an assistance animal is not obvious.

(Real Property Article of the Maryland Code, Subtitle 8-2A, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604; State Government Article of the Maryland Code, Section 20-705.1)

2. LEASES & TENANCIES

Written lease requirements:

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.
- If your landlord gives you a written lease, it must include:
    - A statement of the condition of the property
    - An explanation of who is required to pay for heat, gas, electricity, water, utilities and make repairs of the premises
    - A receipt for your security deposit
    - A copy of the most recent version of the Maryland Tenants' Bill of Rights
    - Contact information for the landlord or the agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

A lease may not include:

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

An automatic renewal term in a lease must:

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

Ending tenancy:

- For the landlord to end your tenancy:
    - For a written lease with a stated term, the landlord must give you at least 60 days written notice before terminating the tenancy.

  - For month-to-month periodic tenancies, the landlord must give you at least 60 days written notice before terminating the tenancy.
  - For year-to-year periodic tenancies, the landlord must give at least 90 days written notice before the tenancy ends.
- For you to end your tenancy:
  - For leases with a stated term, month-to-month tenancies, and all other tenancies except year-to-year tenancy, you must give at least 30 days written notice before terminating the tenancy, unless the lease requires more time.
  - For year-to-year tenancies you must give at least 90 days written notice before terminating the tenancy. (This requirement does not apply in Baltimore City where tenants are only required to provide 30 days' notice to end all tenancies, unless the lease requires more time.)

Ending your lease early due to abuse:

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
  - A copy of a final protective order or peace order issued by the courts, or
  - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
  - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.
  - If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.
  - If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

If the lease ends and no one gives notice:

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

(Real Property Article of the Maryland Code, Sections 8-5A-01, 8-5A-02, 8-5A-03, 8-208, 8-210, and 8-402; Baltimore City Public Local Law Section 9-16)

3. RENT

- Rent is due as your lease states.
- If you pay rent late, your landlord can charge a late fee. If you make a partial rent payment, your landlord can charge a late fee only on the unpaid portion of your rent. The fee cannot be more than 5% of the late rent amount.
- Your landlord must give you a receipt for your rent payment if you pay rent in cash or if you ask for a receipt.
- Rent Increases:
    - Your landlord may only increase your rent when your lease is renewed.
    - In most cases, they must tell you in writing 90 days in advance of any rent increase, unless the notice is given with a notice of intent to terminate the current tenancy.
    - Some local jurisdictions may limit how much rent can be increased, but there is no statewide law that limits rent increases when your lease is renewed.
    - Your landlord can provide notice of a rent increase by email, text, or electronic tenant portal only if you have agreed to receive notices electronically.

(Real Property Article of the Maryland Code, Sections 8-205, 8-205.1, 8-208, and 8-209)

4. UTILITIES

Your unit must offer heat, light, electricity, hot and cold water, and proper sewage disposal. However, your landlord is not responsible if these utilities are not available because you have not paid bills that are your responsibility.

If your unit receives water from a private well, your landlord must:

- Share the most recent test results with you when you sign your lease, and
- Test the water every three years and share the test results with you.

If the water is contaminated above the levels set by the U.S. Environmental Protection Agency or the Maryland Department of the Environment, your landlord must provide a drinkable water supply until the water is no longer contaminated. Within 60 days, your landlord must:

- Permanently address the contamination, or
- Give you the opportunity to end your lease.

Your unit must include air conditioning from June 1st to September 30th if:

- You live in a building with at least 10 rental units, and

- Your landlord provided air conditioning after June 1, 2025 or your lease required your landlord to provide air conditioning, or
- Your rental unit is renovated and the electrical or heating systems are replaced or upgraded.

The air conditioning must be capable of cooling all habitable space in the unit to 80 degrees Fahrenheit, measured three feet above the floor. If your landlord controls the temperature, they must cool the unit to at least 80 degrees.

If your lease requires you to pay utilities directly to your landlord, your landlord must

- Give you copies of the monthly utility bills or,
- At the beginning of each lease term, give you in writing the total utility costs billed to the landlord for the previous year. Annual costs for water, sewer, gas, and electricity bills for the previous year must be provided separately.

Some landlords in larger buildings use a Ratio Utility Building System (RUBS) where tenants are charged a portion of the building's total utility costs. If your landlord uses RUBS, they must:

- Tell you before you sign your lease that they use RUBS,
- Provide copies of the last two utilities bills, and
- Describe how they calculate your share of the total utility costs.

(Real Property Article of the Maryland Code, Sections 8-122, 8-208, 8-211, 8-212; Environment Article of the Maryland Code, Section 9-4A-04)

5. SECURITY DEPOSITS

Maximum deposit:

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if you believe it would help your rental application. However:
    - Your offer must be voluntary. You should keep written evidence of your offer and your landlord's response.
    - Your landlord may not ask for or suggest that you need to offer a larger security deposit for your application to be approved.
    - Your landlord cannot change or increase requirements or deny your application in order to convince you to offer a larger security deposit.
- Your security deposit may be up to two months' rent if:

  - You signed your lease before October 1, 2024 or
  - You qualify for utility assistance from the Department of Human Services and your lease agreement requires you to pay utilities directly to the landlord.

What is a security deposit:

- A "security deposit" is any payment you give to the landlord, including pet deposits, to protect the landlord against
  - Unpaid rent
  - Property damage to the unit, common areas, major appliances, and furnishings
  - Damage due to lease violations

Payment rules:

- Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.
- The landlord must keep your security deposit in an interest-paying bank account.
- The landlord must give you a written receipt, which must be included with the written lease.
- The landlord must inform you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

Move-out inspection at end of tenancy:

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security deposit.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
  - Say that you plan to move,
  - Share your move-out date, and
  - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- Your landlord must return the rest of your deposit with interest within 45 days. You and your landlord can use Rental Security Deposit Calculator (dhcd.maryland.gov/housing/renter-landlord-resources/rental-security-deposit-calculator) to determine the amount of interest you should receive.

- If you were evicted or you abandoned your rental before the end of your lease, you must mail your landlord a written request to return your security deposit within 45 days of leaving the unit.

Allowed deductions:

Charges a landlord may legally deduct your security deposit include:

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

If the deposit is not returned on time:

- If the landlord does not return your deposit or give you a written list of charges within 45 days after your lease ends, they may lose the right to keep any of the deposit.
- You may sue the landlord for up to three times the amount the landlord did not return.

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

6. CONDITION OF RENTAL UNITS

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

Reporting a problem:

- Notify your landlord in writing right away if you find a problem.
- You can also reach out to your local code enforcement agency and request an inspection.
- A citation or violation notice is considered written notice to the landlord.

Mold-specific requirements:

- Landlords must perform a mold assessment within 15 days of receiving written notice of possible mold in your unit.
- If mold is found, the landlord must remove it and fix the cause within 45 days if possible.
- If the mold can’t be fixed within 45 days, it must be fixed within a reasonable time frame after the mold is found.
- Landlords must keep you informed during the mold testing and repair process.

Repair and Access:

- Landlords must provide at least 24 hours of advance notice before entering your apartment, except in an emergency.
- You must provide your landlord with access to your property to make repairs.

If problems are not fixed:

If your landlord doesn't fix the problem within a reasonable time after you provide notice, and the problem threatens life, health, or safety you have options:

- File a lawsuit in District Court for damages and a decrease in rent.
- Refuse to pay rent and use the issues as a defense if the landlord sues you for rent.
- File a rent escrow case, which allows you pay rent to the court instead of the landlord until the problems are fixed.

Lead paint:

If lead paint is present in the unit, you may, in certain circumstances, have the right to:

- Receive money from your landlord for a temporary relocation
- Take legal action if your landlord does not assist with safe relocation

Living in your unit:

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

(Real Property Article of the Maryland Code, Sections 8-204, 8-211, 8-212, 8-215, and 8-220)

7. EVICTIONS

Your landlord may start the eviction process by filing a case in the District Court if you:

- Violate your lease
- Don't pay rent on time
- Don't move out when your lease ends

Court process required:

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

Your rights in court:

- You have the right to attend any court hearing in an eviction case brought against you by a landlord.
- You may qualify for a free attorney through Maryland's Access to Counsel in Evictions program if your income is 50% of the Area Median Income or less. Call 211 or visit legalhelpmd.org to find out if you qualify.
- You can access legal counsel as soon as you receive notice that your landlord is seeking to end the lease or to start the eviction process.

Notice before eviction:

- If you owe rent, your landlord must notify you in writing at least 10 days before filing an eviction case for failure to pay rent against you in District Court.
- In a "Failure to Pay Rent" eviction case, rent only includes the base rent. It may not include utility charges, maintenance charges or other penalties.
- A longer notice period may be required if you receive a housing subsidy funded by the state or federal government.
- Other types of eviction filings, such as a lease violation or staying in the rental unit longer than the time allowed by your lease may also require more notice.

Eviction requirements and stopping the eviction:

- If the court rules against you, you have seven days to move out or the landlord can ask the court to issue a warrant of restitution to evict you by removing all of your property from the unit.
- In most cases, you can stop the eviction by paying all past-due rent and any court costs the court orders you to pay before the eviction is carried out. This is called the "right of redemption."
- Redemption may not be an option if:
    - you have had three (four in Baltimore City) or more eviction judgments for unpaid rent in the 12 months before the current case, and
    - your landlord asks the court not to allow you to redeem.
- Your landlord must give you written notice before the initial scheduled eviction. Six days is required under state law. Your local jurisdictions can the number of days required but it must be between four and 14 days of notice before the initial scheduled eviction.

(Real Property Article of the Maryland Code, Sections 8-401, 8-402, 8-402.1, 8-407, and 8-902)

8. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when your landlord doesn't fix a major issue that stops your use and enjoyment of your rental unit and you move out instead.

When it applies:

You may not be responsible for the rent if you can prove all of the following:

- Your landlord's actions or neglect cause the major issue that disrupted your use and enjoyment of your unit.
- You told your landlord about the issue.
- You gave the landlord a reasonable amount of time to fix it before you moved out.
- You moved out within a reasonable time after your landlord failed to fix a major issue.

Before moving out, you should consult with an attorney. If you can prove constructive eviction,

- Your lease will be considered ended (terminated).
- You will not be responsible for paying rent after you move out.
- You may be able to sue your landlord for your losses-- including moving costs, rent differences, attorney fees, and other related expenses.

What landlords must do to avoid constructive eviction:

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

9. TENANT RIGHT OF FIRST REFUSAL

The "right of first refusal" (a legal term) means you get the first chance to buy the property you rent before the landlord sells it to someone else.

When it applies:

- You are a named tenant on the lease.
- You have lived in a rental property with 1, 2, or 3 units for at least six months.
- Your landlord plans to sell the property or receives an offer to buy it from a third party.

However, this rule does not apply in certain situations, such as when the landlord transfers the property without selling it, including transfers:

- To a family member
- To a business owned by the landlord
- Under court order

Notice process:

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it.

- You have 30 days from the date of the notice to make an offer to buy the property or decline.
- If you make an offer with the same or better terms than those in the notice, your landlord must accept it.
- If you decline to make an offer, your landlord may sell the property to a third party.

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

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

10. PROHIBITED ACTS BY LANDLORDS

Housing discrimination is illegal under state and federal law. Landlords may not discriminate against potential or current tenants on the basis of:

- Race
- Color
- Religion
- Sex
- Disability
- Marital status
- Familial status
- Sexual orientation
- Gender identity
- National origin
- Source of income

- Military Status.

Some local jurisdictions may provide additional anti-discrimination protections.

Unless required by federal law, landlords who own more than five units cannot publish ads saying they will not consider a tenant who has been arrested or convicted of a crime.

Retaliation:

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

- Making a good faith complaint about a violation of your lease, violation of the law, or the condition of the rental property.
- Filing or participating in a lawsuit involving the landlord.
- Participating in a tenants' organization.
- Requesting police or emergency services at the property.
- Providing information to the landlord relating to lead paint issues.

Retaliation may include actions such as:

- Filing or threatening to file a lawsuit against you.
- Threatening to notify law enforcement about your immigration status.
- Increasing the rent, decreasing the services to you as a tenant (for example, shutting off utilities).
- Failing to make necessary repairs, or terminating your tenancy, among other things.

It is a crime for anyone, including landlords, to attempt to take money, property, labor, services, or anything of value by threatening to notify law enforcement about your immigration status.

Notice requirements before your landlord can enter your unit:

Unless your lease says otherwise, you have the right to quiet enjoyment of your residence. Your landlord has the right to enter your unit for legitimate purposes such as making necessary repairs, inspecting the unit, or showing the unit to prospective renters.

- Your landlord must notify you in writing at least 24 hours in advance of the inspection or repairs
- They can only enter the unit Monday through Saturday, from 7am to 7pm, unless it is an emergency.
- You can give your landlord written permission to enter your home with less than 24 hours notice.

Your lease may provide more details, and your local jurisdiction may have more rules on when your landlord may enter your unit.

(42 U.S.C. Sections 3601, et seq.; State Government Article of the Maryland Code, Sections 20-101, 20-704, and 20-705; Real Property Article of the Maryland Code, Sections 2-115, 8-2A-07, 8-204, 8-208.1, and 8-208.2; Criminal Law Article of the Maryland Code, Section 3-701)

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

11. RESOURCES

Office of Tenant and Landlord Affairs
Maryland Department of Housing and Community Development

Website: Office of Tenant and Landlord Affairs (dhcd.maryland.gov/Tenant-Landlord-Affairs)
Phone: 855-511-3423
Phone support is available in your language
Email: otla.dhcd@maryland.gov

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

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

Maryland Commission on Civil Rights (MCCR)
Website: mccr.maryland.gov

MCCR investigates housing discrimination complaints.

Maryland Access to Counsel in Evictions (ACE) Program
Contact Information: Call 211 or go to Legal Help Maryland (LegalHelpMD.org)

ACE provides free legal representation to income eligible renters at risk of eviction, has lost or is at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers
Contact Information and Hours varies by location:
Website: District Court Help Centers (courts.state.md.us/helpcenter/inperson/dc)
If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

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

The People's Law Library of Maryland
Website: The People's Law Library of Maryland (peoples-law.org)

The People's Law Library is a legal information and self-help website maintained by a court-related agency of the Maryland Judiciary. It's also supported by Maryland's nonprofit legal service providers, pro bono attorneys, and law schools.

Services provided:

- The website provides general information about the law to people representing themselves in court.
- They offer a directory of legal service organizations who may be able to assist you in resolving your civil legal problems.