Leasing in the US
Graduate Student Legal Aid

What We Do

The Graduate Student Legal Aid Office (GLAO) provides a wide range of free and confidential legal services to the UMD graduate students. Our mission is to meet the critical legal needs of our diverse graduate student population in a culturally competent, compassionate, and supportive setting.

This presentation by the Graduate Student Legal Aid Office is for informational purposes only. This information does not constitute legal advice.

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Leasing in the US

1. Application Process
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Application Process

• The landlord may require personal information and the payment of a non-refundable fee.

• A landlord is entitled to keep an application fee of $25 or less. If the fee is more than $25, the landlord must refund any amount that was not used to process your application.

• Co-signing provisions are permissible.

• Touring the unit at time of application is not the same as a Walk-Through/Move-In Inspection at time of occupancy.

• Confirm the unit you tour is the same unit for rent and not a “model” unit.
How to Avoid Scams

Beware of:

• Renting any property sight unseen
  Verify the address and ownership at sdat.dat.maryland.gov/RealProperty
• Listings and rents that sound too good to be true;
• Listings with antiquated or excessively formal language; and
• Requests for electronic money transfers

Find more tips at go.umd.edu/ISSS_Scams
Leases

READ THE ENTIRE LEASE BEFORE YOU SIGN!
What is a Lease?

A lease is a **legally binding contract** between the landlord and the tenant that keeps both parties accountable for their obligations for the entire term of the lease.
Types of Leases

- **Individual lease** – You are financially responsible only for your portion of the overall rent. If a roommate leaves unexpectedly, the landlord cannot require you to pay the former roommate’s portion of the rent.

- **Joint and Several lease** – Everyone who signs the lease is equally responsible for the total amount of the rent, not just their individual portion. If a roommate leaves unexpectedly, the landlord could require the remaining tenants to pay the former roommate’s portion of the rent.
What does your rent cover?

Rent may be “all-inclusive” or you may be responsible for additional costs and fees each month. When comparing apartments ask yourself what is and is not included.

- Utilities
  - Water
  - Electricity
  - Gas (or Oil)
- Internet
- Cable TV
- Phone
- Parking
- Laundry

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Sublease

Maryland law allows landlords to prohibit subleasing. Read your lease to determine if and when you are allowed to sublease your unit.

*If there is a possibility that you will need to permanently leave the apartment before the lease is up, you should discuss this with the landlord before signing the lease.*
Termination & Renewal

**Termination** - There are very few circumstances where you can terminate a lease under Maryland law without any financial liability or risk. Read your lease to determine if there is an early termination provision that allows you to terminate your lease and if there is a fee for termination.

**Renewal** – Leases often require a tenant provide notice that they intend to renew the lease or NOT renew the lease. Read your lease to determine when you must provide notice.
Housing Conditions & Repairs

Landlords are generally responsible for the repair and maintenance of the structure and the supplied amenities unless the damage was caused by you or your guests. If something breaks, notify your landlord immediately and request repair.

Be sure to read your lease to determine if you are responsible for general upkeep or maintenance, including yard maintenance.

Find local housing code inspection offices at go.umd.edu/GLAOResources
Moving In (& Protecting Your Deposit)

• Request a Walk-Through/Move-In Inspection at the beginning of the tenancy to establish the condition of the unit at the time of move-in.

• Take advantage of technology. Use a smart phone or camera to document the condition of the unit.

• Take diligent steps to avoid future responsibility for damages caused by others;

• Do not accept occupancy of a unit that is uninhabitable or inconsistent with the conditions promised; and

• Demand that the landlord complete significant repairs prior to accepting occupancy.
Moving Out & Protecting your Deposit

- If moving out at the end of initial lease term, send written notification to the landlord in accordance with the time specified in the lease.
- Contact the landlord and arrange a unit walk-through. Use a smart phone or camera to document the condition of the unit at move-out.
- Do not forget to provide a forwarding address to the landlord for the return of the security deposit.
- Ensure that the unit is left in good clean condition.
Additional Resources

The People’s Law Library of Maryland

https://www.peoples-law.org/cat/housing -> Landlord/Tenant Tab

Maryland Office of the Attorney General

http://www.marylandattorneygeneral.gov/Pages/CPD/landlords.aspx

Maryland District Court’s Small Claims Handbook

https://www.courts.state.md.us/sites/default/files/import/district/forms/civil/dccv001br.pdf