



LANDLORD-TENANT HANDBOOK

Prepared by: Neighborhood Services Division
Community, Neighborhood & Housing Services

Effective Date: January 1, 2025

Aligned with City Codes including Chapter 13 – Landlord-Tenant Relations
& State Law



OCTOBER 2025

TABLE OF CONTENTS

| | | |
|---|--|---------------|
| ➤ | 1. Introduction..... | Pg. 3 |
| ➤ | 2. Definitions..... | Pg. 4 |
| ➤ | 3. Rights & Responsibilities..... | Pg. 5 |
| | ❖ Landlords | |
| | ❖ Tenants | |
| ➤ | 4. Licensing & Rental Requirements..... | Pg. 7 |
| ➤ | 5. Lease Agreements..... | Pg. 8 |
| | ❖ <i>Required Provisions</i> | |
| | ❖ <i>Additional Lease Requirements</i> | |
| | ❖ <i>Prohibited Provisions</i> | |
| ➤ | 6. Security Deposits..... | Pg. 10 |
| ➤ | 7. Rent, Increases & Fees..... | Pg. 12 |
| ➤ | 8. Maintenance & Repairs..... | Pg. 13 |
| | ❖ <i>Landlords</i> | |
| | ❖ <i>Tenants</i> | |
| ➤ | 9. Radon Testing Requirements..... | Pg. 15 |
| | <i>(Multifamily Housing Only)</i> | |
| ➤ | 10. Notices & Inspections..... | Pg. 17 |
| ➤ | 11. Legal Proceedings & Evictions..... | Pg. 19 |
| ➤ | 12. Filing a Complaint with the City..... | Pg. 21 |
| ➤ | 13. Frequently Asked Questions (FAQs)..... | Pg. 23 |
| | ❖ <i>Tenants</i> | |
| | ❖ <i>Landlords</i> | |
| ➤ | 14. Resources & Contact Information..... | Pg. 27 |
| ➤ | 15. Sample Documents, Forms & Checklists..... | Pg. 27 |
| ➤ | 16. Important Contacts for Tenants & Landlords..... | Pg. 28 |
| ➤ | 17. Appendix Table of Contents | Pg. 29 |

1. INTRODUCTION

This Landlord-Tenant Handbook is published by the City of Gaithersburg to help landlords and tenants better understand their rights and responsibilities under Chapter 13 of the City Code. It is designed as a practical and accessible tool to improve rental housing relationships, reduce conflicts, and ensure compliance with City Code.

This guide applies to all residential rental properties within the corporate limits of the City, including single-family homes, common ownership communities, cooperatives, and multifamily complexes. The Neighborhood Services Division enforces the provisions of City Codes and conducts outreach to help landlords and tenants resolve issues and maintain safe, quality housing.

**** DISCLAIMER ****

THIS HANDBOOK IS INTENDED AS A GUIDE AND DOES NOT CONSTITUTE LEGAL ADVICE. IF THERE ARE CONFLICTS BETWEEN THIS HANDBOOK AND CITY CODE OR STATE LAW, CITY CODE AND THE LAW PREVAILS. THE OBLIGATIONS AND RESPONSIBILITIES LISTED HEREIN MAY BE FURTHER CLARIFIED OR MODIFIED BY THE LEASE AGREEMENT, PROVIDED THAT NO LEASE PROVISION MAY CONTRADICT OR WAIVE ANY RIGHTS PROVIDED BY LAW OR CITY CODE.

2. DEFINITIONS

- **Landlord:** The property owner, agent, or manager who leases or rents residential property to a tenant for compensation.
- **Tenant:** A person who rents or leases a dwelling unit for residential purposes.
- **Common Ownership Community (COC):** A housing community, such as a homeowners' association (HOA) or condominium association, where residents share ownership and responsibility for common areas, governed by covenants, bylaws, and a board of directors.
- **Cooperative Housing (Cooperative or Co-op):** A multi-unit housing structure owned by a corporation where residents do not own their individual units, but instead own shares in the corporation that entitle them to occupy a specific unit and participate in community governance.
- **Damages:** The actual monetary loss sustained by a landlord or tenant due to a breach of the lease agreement or damage to the rental unit beyond normal wear and tear.
- **Defective Tenancy:** A condition in a rental that violates the lease, City Code, or any applicable federal, state, or county law, including property maintenance or life-safety standards. Defective tenancies often involve health or safety issues and may result in City enforcement, legal action, or tenant remedies if not corrected promptly.
- **Dwelling Unit:** A room or group of rooms intended for residential occupancy, including areas for living, sleeping, cooking, and sanitation.
- **Essential Services:** Basic utilities or systems necessary for habitability, such as hot water, heating, plumbing, and electricity.
- **Habitability:** The standard of housing that meets minimum health, safety, and building codes.
- **Lease:** A legally binding agreement, written or verbal, between a landlord and tenant that sets the terms and conditions of a rental arrangement.
- **Multifamily Complex:** A residential building containing four or more separate dwelling units, such as apartments, where multiple households reside under separate leases.
- **Radon:** A naturally occurring radioactive gas that comes from the breakdown of uranium in soil, rock, and water. Radon can enter homes through foundation cracks and other openings, and long-term exposure can pose serious health risks.
- **Rental License:** Issued by the City that is required for the legal rental of any dwelling unit.
- **RUBS (Ratio Utility Billing System):** A method of allocating shared utility charges among tenants. Must be clearly disclosed in the lease.
- **Security Deposit:** Funds held by the landlord to cover unpaid rent, damages, or breach of lease. Cannot exceed two months' rent and must accrue interest as required by State law.
- **Sublease:** When a tenant rents out part or all of their unit to another person while still under the original lease, **with the landlord's written consent**, unless otherwise prohibited by applicable laws, covenants, policies, or association rules.
- **Termination of Tenancy:** The legal end of the lease, whether by notice, expiration, or eviction.

3. RIGHTS & RESPONSIBILITIES

For Landlords:

- Ensure the rental unit is safe, habitable, and in compliance with licensing, inspection, and all applicable City Code requirements at the start of tenancy and throughout the rental period.
- Be accessible by phone or email. Respond to tenant inquiries in a timely and professional manner. Use postal mail when required by law or City Code.
- Maintain an open and respectful relationship with your tenants. Encourage communication and foster a transparent rental experience.
- Document any verbal agreements in writing. Ensure both parties sign and date any terms not included in the original lease.
- Familiarize yourself with all applicable City Codes, including Chapter 13 (Landlord-Tenant Relations), Chapter 17 (Property Maintenance), and Chapter 18AA (Rental Housing).
- Provide tenants with any applicable Common Ownership Community (COC) covenants, by-laws, or multifamily complex-specific policies that may impact their tenancy.
- Address maintenance concerns promptly and effectively, especially issues related to essential systems like plumbing, HVAC, or electrical.
- Make timely repairs to major systems and correct any violations of City Code.
- Abide by all lease terms, State law, and City Code, including requirements for notice and entry.

Additional Obligations may be defined in the lease, provided they do not contradict Chapter 13 or other applicable City Code or Maryland State law.

For Tenants:

- Pay rent in full and on time, according to the terms of your lease.
- Maintain the rental unit in a clean and orderly condition. Take care to avoid damage beyond normal wear and tear.
- Promptly report maintenance or repair issues to your landlord in writing.
- Follow all terms of the lease, including policies regarding pets, occupancy limits, and property use.
- Allow reasonable access for inspections or repairs, following the notice provisions in the lease and City Code.
- Comply with all City Codes, including Chapter 13 (Landlord-Tenant Relations), Chapter 17 (Property Maintenance), and Chapter 18AA (Rental Housing).
- Respect neighbors, shared spaces, and community rules, including common ownership communities, cooperative covenants, and multifamily policies, where applicable.
- Use appliances, systems, and fixtures properly, and report malfunctions as soon as they occur.
- Notify your landlord in writing if you intend to terminate your lease or vacate the property, following the terms of your agreement.

Additional Obligations may be defined in the lease, provided they do not contradict Chapter 13 or other applicable City Code or Maryland State law.

4. LICENSING & RENTAL REQUIREMENTS

All rental properties within the City of Gaithersburg must be licensed. Landlords are required to obtain a City Rental License through the City's Permitting Division. This license must be current before any dwelling is rented or advertised for rent.

Key Requirements:

A license is required for each rental unit.

The property must pass inspection upon initial licensing and periodically thereafter, in accordance with City Code. Uncorrected violations identified during inspections may result in municipal citations, fines, and additional enforcement action, including possible license revocation.

Failure to obtain or renew a license may result in municipal citations, fines, and additional enforcement action.

See Chapter 18AA, Section 18AA-3.

5. LEASE AGREEMENTS

All lease agreements for rental properties within the City of Gaithersburg must comply with the specific requirements of Chapter 13. Prospective tenants have the right and are encouraged to review the lease agreement prior to signing.

Required Provisions:

- Names of all tenants and occupants
- The address of the property
- Start and end date of tenancy
- Monthly rent amount, due date, and accepted payment methods
- Responsibility for utilities and services
- Procedures for notice and access
- A statement that the rental unit will be delivered in clean, safe, and code-compliant condition
- A clause ensuring the tenant's right to quiet enjoyment of the unit
- A written lease summary

Additional Lease Requirements (*as required by Chapter 13*):

- For multifamily units, the lease must offer a two **(2)-year initial term** at the tenant's option, unless reasonable cause exists to offer a shorter term. ***This does not apply to single-family dwellings.*** (§13-22(a))
- Landlords must provide written receipts for all payments made in cash or money order. (§13-22(g))
- **All security deposits must follow State law & City Code, including:**
 - Earning interest (1.5% or U.S. Treasury yield curve, whichever is higher)
 - Returned within 45 days with itemized deductions (§13-24)
- **Late fees may not exceed 5% of the monthly rent and may not be charged until rent is ten (10) days late.** (§13-25(d))
- The lease cannot waive landlord liability for negligence or violations of law. (§13-22(i))
- The lease must allow landlord entry:
 - With 24 hours' written notice for repairs, inspections, or showings
 - Without notice in emergencies or when the landlord reasonably believes code violations have occurred (§13-20)
- The lease must **allow subleasing with landlord's permission**, unless prohibited by law or governing documents. (§13-22(h))
- The lease must allow for early termination with thirty (30) days' written notice in certain qualifying hardship situations, including but not limited to:

- Job loss, domestic abuse, death of a major wage earner, incarceration, military service, senior relocation, or uncorrected code violations (§13-13(t))
- Tenants must receive a **written notice to vacate**, stating a specific vacate date that aligns with the rent due date. Eviction may only proceed if the tenant fails to vacate after proper notice and legal process.
- The lease must state whether the rental property is protected by an automatic sprinkler system.
- The lease must indicate whether pets are allowed and, if so, specify the type, number, or breed permitted. Written landlord permission is required before bringing pets onto the property.
- The lease must include a statement that the landlord's property or liability insurance does not cover the tenant's personal belongings. It must also indicate whether renter's insurance is required under the lease. Each tenant must acknowledge the statement with a signature or initials.

Prohibited Provisions:

- Allow the landlord to remove a tenant or their belongings without a court order
- Deny the tenant's right to a jury trial or consent to pay court or legal costs.

Landlords must also provide tenants with a written summary of their rights and obligations as required by Chapter 13.

Landlords should also provide tenants with a copy of the signed lease agreement for their records. This supports transparency and helps prevent misunderstandings throughout the tenancy.

See Chapter 13, Sections 13-13 and 13-14.

6. SECURITY DEPOSITS

A security deposit is money paid by a tenant to protect the landlord against unpaid rent, damage beyond normal wear and tear, or breach of lease terms. Security deposits in the City of Gaithersburg must comply with **Maryland State Law** and **City Code Chapter 13**

Deposit Limits and Handling Requirements:

- The **total deposit amount cannot exceed one (1) months' rent**— including any additional deposits (e.g., pet deposits). However, landlords may charge up to two (2) months' rent if the tenant receives qualifying utility assistance and pays utilities directly to the landlord.
- Security deposits must be **placed by the landlord within thirty (30) days of receipt** into a **federally insured financial institution** that does business in Maryland.
- Landlords must maintain security deposits in a separate account, distinct from their own funds or any other money.

Accrued Interest:

- Deposits earn **simple interest at either 1.5% or the U.S. Treasury yield curve rate for 1 year (whichever is higher)**.
- Interest accrues **in six (6) month intervals** and is calculated under Maryland law.

At Lease Signing:

- Landlords must notify tenants **in writing** of any known damages to the unit at the time of occupancy.
- Tenants must also receive a notice of their **rights related to the return of the security deposit**.

Move-Out Inspection Rights:

- Tenants have the **right to be present** during the landlord's inspection for damages.
- To exercise this right, the tenant must **send a written request by certified mail at least fifteen (15) days before their intended move-out date**.
- Upon receiving the request, the landlord must **respond via certified mail** with the inspection date and time.
- The inspection must be scheduled **within five (5) days before or after the move-out date**.

Return of Security Deposit:

- Within **forty-five (45) days after the end of tenancy**, the landlord must:
 - Return the security deposit, including accrued interest
 - Send a **written itemized list of deductions, including receipts of actual incurred costs**, if any
 - Deliver the notice and refund by **first-class mail** to the tenant's **last known address**

Failure to comply with these requirements may result in the landlord forfeiting the right to withhold the security deposit and may also lead to liability for **up to three times the withheld amount**, plus **court costs and attorney's fees**, as permitted under State law.

See Maryland Real Property § 8-203

TENANT TIP: Don't Forget Your Forwarding Address!

*To ensure you receive your deposit and notice of deductions, **always provide your landlord with your new mailing address in writing** before moving out.*

*If no address is provided, the landlord will send the deposit and itemized list to your **last known address**.*

7. RENT, INCREASES & FEES

Tenants are required to pay rent as stated in the lease agreement, including the amount, due date, and accepted payment methods. Landlords may only charge fees that are lawful and clearly disclosed in the lease.

Rent Increases:

- Rent increases must be **provided in writing**.
- **Ninety (90) days' written notice** is required.
- Are encouraged to hold rent increases at the **lowest level possible**.
- Not be imposed more than once in any twelve (12) month period.

See Chapter 13, Section 13-20

Late Fees:

- Late fees must be clearly stated in the lease.
- **May not exceed five percent (5%)** of the monthly rent due.
- **May not be charged until rent is at least ten (10) days late**.

See Chapter 13, Section 13-18

Ratio Utility Billing System (RUBS):

- If used, RUBS **must be clearly disclosed in the lease**.
- The landlord must also disclose how the charges are calculated.
- RUBS may not be used to charge for non-utility items or inflate charges beyond the actual cost.

See Chapter 13, Section 13-17 (a) (9)

8. MAINTENANCE & REPAIRS

Landlords are responsible for maintaining all rental properties in a safe, habitable, and code-compliant condition. Tenants are responsible for day-to-day cleanliness and reasonable care of the property.

Landlord Responsibilities

- Maintain essential systems in working order, including:
 - Plumbing, heating, electrical, and HVAC systems
 - Roofing, structural components, and included appliances
- Ensure the unit is in compliance with **all applicable health, building, and housing safety and City codes.**
- Make repairs in a **reasonable timeframe** based on the nature and severity of the issue. Life safety and emergency repairs (*e.g., loss of heat, major leaks, missing or inoperable smoke or carbon monoxide detectors or electrical failure*) should be addressed promptly or as directed by City Code officials.
- Ensure common indoor and outdoor areas in Common Ownership Communities, cooperatives, or multifamily complexes are maintained in a clean, safe, and code-compliant condition.

For Landlords (*Common Ownership, Cooperatives, Multifamily Complexes*):

- **Ensure shared outdoor areas, including lawns, greenspace and common grounds, are maintained so that grass, vegetation and weeds do not exceed 10 inches in height**, in accordance with City Code.
- **Clear all sidewalks and walkways abutting the property are cleared of snow and ice within 12 hours** after the last snowfall or freeze, in accordance with City Code.

See Chapter 13, Sections 13-17, Chapter 12, Section 5 and Chapter 19, Section 1

Tenant Responsibilities

- Keep the unit clean and free from hazardous conditions.
- **Perform routine maintenance, upkeep and cleaning tasks, unless otherwise specified in the lease, such as:**
 - Replacing filters, light bulbs, fuses, and batteries
 - Unclogging drains (*minor*) and cleaning window wells, gutters, and drainage areas
 - Cleaning appliances like ovens, microwaves, refrigerators, dishwashers, and laundry machines.
- Promptly notify the landlord in writing if a repair is needed.
- Avoid damaging the property beyond normal wear and tear.
- Cooperate with the landlord or City inspectors by providing access to address maintenance issues.

For Tenants (*Single-Family Homes*):

- **Maintain greenspace, lawn, and outdoor areas so that grass, vegetation, and weeds do not exceed 10 inches in height, in accordance with City Code.**
- **Clear all sidewalks and walkways abutting the property are cleared of snow and ice within twelve (12) hours after the last snowfall or freeze, in accordance with City Code.**
- **Do not place garbage or trash outside more than twenty-four (24) hours before the scheduled collection day, as required by City Code.**

See Chapter 13, Section 13, Chapter 12, Section 5, Chapter 19, Section 1 and Chapter 17AA, Section 307.1.1

9. RADON TESTING REQUIREMENTS (*MULTIFAMILY COMPLEXES ONLY*)

In accordance with Chapter 13, Section 13-21A of the City Code, all landlords of **multifamily complexes with four (4) or more dwelling units**, where any unit is located on a **ground-contact or basement level**, must follow specific radon testing, disclosure, and mitigation requirements.

Landlord Requirements (*Prior to Leasing*):

- Landlords must **test each ground-contact or basement unit** for radon **within two (2) years** prior to signing a new lease.
- Testing must be performed using a device:
 - Approved by the Montgomery County Department of Environmental Protection
 - And conducted per EPA protocols
- At lease signing, landlords must provide and certify:
 1. **A copy of the radon test results** showing levels **below 4.0 pCi/L** (EPA's action level)
 2. Confirmation that the test was conducted **within two years of lease start**
 3. **A copy or electronic link to the EPA's Radon Guide for Tenants**
(*or equivalent approved document*)

Tenant-Initiated Testing:

- Existing tenants (including those on above-ground floors) may test their units.
- If radon levels at or **above 4.0 pCi/L** are found, tenants must:
 - Notify the landlord in writing within **fourteen (14) days**
 - Provide a copy of the test results

Mitigation Timeline (*Landlord Responsibilities*):

- Upon tenant notification:
 1. Within 14 days, the landlord must conduct a follow-up test
 2. **Within 90 days**, if results confirm high radon levels:
 - Perform mitigation to reduce radon below the EPA action level
 - Provide the tenant with a final test result showing radon is **below 4.0 pCi/L**

Lease Termination Rights:

If a landlord fails to mitigate within the required timeframe, the tenant has the right to **terminate the lease without penalty**, including full return of the security deposit.

Cost of Testing:

- The **landlord is responsible** for the cost of follow-up and mitigation testing.

Disputes Over Test Results:

- If tenant and landlord tests conflict, the following rules apply:
 1. Tests by certified professionals take precedence over uncertified tests
 2. Long-term test results take precedence over short-term
 3. If both are equal, a **mutually agreed third-party** professional must test

Disclosure Requirements:

Landlords must **notify all tenants in writing** within **fourteen (14) days** if elevated radon levels are confirmed in any unit covered by this section.

See Chapter 13, Section 13-21A

10. NOTICES & INSPECTIONS

Chapter 13 of the City Code outlines detailed requirements for how and when landlords and tenants must provide written notice, particularly for entry, lease termination, and inspections. Notices must always be clear, in writing, and comply with any specific timelines described below.

A. Notice to Enter a Rental Unit

Landlords may enter a rental unit **only under specific conditions** and with proper notice, except in emergencies.

Landlords may enter the unit:

- To inspect, repair, or make improvements
- To show the unit to prospective tenants or buyers
- To determine compliance with lease or code requirements

Notice Requirements:

- **At least 24 hours' written notice** must be provided to the tenant
- Entry should occur **during reasonable hours**, unless the tenant agrees otherwise
- **Emergency entry** (e.g., fire, water leak, safety hazard) may be made without notice
- Entry **must not be excessive, retaliatory, or harassing**

See Chapter 13, Section 13-20

B. Notice of Lease Termination or Nonrenewal

Landlords and tenants must follow the proper procedure to end or not renew a lease:

Landlord Requirements:

- For **all leases**, a landlord must provide a **minimum of sixty (60) days' written notice** to terminate
- The notice must include:
 - The date the tenancy will end
 - Whether the landlord intends to renew or not
 - The tenant's right to respond

Tenant Requirements:

- Tenants who plan to vacate at the end of the lease term must provide the landlord with **at least sixty (60) days' written notice**

See Chapter 13, Section 13-20

C. City Inspections

The City of Gaithersburg conducts inspections for:

- **Rental licensing** (initial, periodic and life-safety)
- **Complaint-based investigations**
- **Follow-up on code violations**

Tenant Cooperation Required:

- Tenants must allow reasonable access for City inspectors during scheduled inspections
- Refusing access may result in enforcement action against the landlord or tenant, depending on the situation

D. Notice Requirements

Landlords Must:

- Provide **sixty (60) days' written notice** for terminations
- Include the **termination date** and, if applicable, renewal terms
- Comply with any notice period required by the lease

Tenants Must:

- Provide notice in accordance with the lease (typically sixty (60) days)
- Submit notice **in writing** stating the intend vacate date

E. Legal Eviction Process

- Tenants **may not be evicted without a court order**
- Landlords must follow all legal procedures under State law
- **Self-help evictions** (changing locks, removing belongings) are **strictly prohibited**

See Chapter 13, Section 13-15

TENANT TIPS:

- 1. If you receive a notice of termination, and you believe it to be unfair or retaliatory please contact the City's Neighborhood Services Division to review the termination notice.**
- 2. Always give and request notice(s) in writing (email, letter, or resident portal), and keep copies for your records.**

11. LEGAL PROCEEDINGS & EVICTIONS

Eviction is a legal process that must go through the **District Court of Maryland**. A landlord **cannot remove a tenant**, shut off utilities, or change locks **without a court order**. These are known as **self-help evictions** and are illegal under both City and State law.

A. Valid Reasons for Filing an Eviction

Landlords may file for eviction based on:

- **Nonpayment of rent**
- **Violation of lease terms (breach-of-lease)**
- **Tenant Holding over** (staying after the lease ends or after valid notice)
- **Other lawful causes** as allowed under Chapter 13 and State law

B. Court Process for Eviction

1. **Failure To Pay Rent (FTPR):** The landlord must issue the tenant a Notice of Intent to File a Complaint for Summary Ejectment
2. **Filing a Complaint:** The landlord files a case with the District Court
3. **Court Summons:** The tenant receives a notice to appear in court
4. **Court Hearing:** Both parties can present their case. The tenant may have legal defenses.
5. **Judgment:** If the landlord wins, they may request a **writ of restitution** to schedule the physical eviction

C. Physical Eviction

- Only after the writ is issued and a legal timeline has passed
- A **sheriff or court-approved officer** must carry out any eviction
- Landlords **may not move belongings or change locks themselves**

D. If You Receive an Eviction Notice

- **Do not ignore it**—this is a legal proceeding
- Tenants have the right to:
 - Appear in court and explain their case
 - Bring documentation and witnesses
 - Seek legal assistance or rental aid programs

TENANT TIP:

Contact the City’s Neighborhood Services Division if you believe your eviction is unlawful.

See Chapter 13, Section 13-15 and applicable State law

12. FILING A COMPLAINT WITH THE CITY

The City of Gaithersburg encourages open communication between landlords and tenants. However, when issues cannot be resolved directly or involve violations of City Code, either party, and in some cases neighbors, may file a complaint with the Neighborhood Services Division.

Who Can File a Complaint?

- **Tenants**, about property conditions, landlord actions, or code violations
- **Landlords**, regarding tenant violations of lease or code
- **Residents or community members**, about unlicensed rentals, overgrown lawns, unsafe conditions, or suspected violations

Types of Complaints the City Investigates:

- Unlicensed rental properties or expired rental licenses
- Unsafe or unsanitary housing conditions
- Overcrowding, hoarding, or blocked exits
- Retaliatory or unlawful lease actions
- Failure to make required repairs
- Illegal evictions or harassment
- Other violations of **Chapter 13, Property Maintenance Code**, or **City Code**

How to File a Complaint:

You may contact the Neighborhood Services Division in any of the following ways:

- **Email:** RentalHousing@gaitHERsburgMD.gov
- **Phone:** 301-258-6340 (*ask to speak with the Landlord-Tenant Investigator*)
- **In-Person:** Visit the Neighborhood Services Division at City Hall

What Happens Next?

- A City staff member will review your complaint and may contact you for more information
- Inspections may be scheduled to verify the conditions
- The City may issue **orders to correct violations, fines, or enforcement actions** if warranted

See Chapter 13, Section 13-24 and applicable City codes

IMPORTANT NOTE:

*While complaints are handled discreetly, **all information provided to the City is subject to the Maryland Public Information Act** and may be disclosed if requested. **Anonymous complaints are accepted** but providing your contact information is encouraged to assist with follow-up or clarification during the investigation process.*

13. FREQUENTLY ASKED QUESTIONS (FAQS)

FAQs For Tenants:

Q. How much notice must my landlord provide before increasing the rent?

A. Landlords must provide **at least ninety (90) days' written notice.**

Q. Can my landlord enter my rental unit without notice?

A. No. Landlords must provide **at least twenty-four (24) hours' written notice** before entering, unless it's an emergency. Entry should **during reasonable hours**, unless the tenant agrees otherwise.

Q. What if my landlord won't make repairs?

A. Start by notifying your landlord in writing. If the issue affects health or safety and remains unresolved, contact the City to file a complaint. In serious cases, you may have legal options such as rent escrow through District Court.

Q. How can I retrieve my security deposit after moving out?

A. Your landlord must return your security deposit with accrued interest **within forty-five (45) days** after the tenancy ends or provide **an itemized list of deductions of actual incurred costs**, as required by State law.

Q. Is my landlord required to give me a copy of the lease?

A. Yes, if requested. Landlords are required to provide tenants with a written copy of the lease agreement, if requested.

Q. Can I sublease my rental unit to someone else?

A. Only with the landlords written consent.

Q. What should I do if I receive an eviction notice?

A. Don't ignore it. Review the notice carefully and respond promptly. You have the right to defend yourself in court. Seek legal help or contact the City if you believe the eviction is unlawful.

Q. Who can help resolve a dispute between my landlord and me?

A. The City of Gaithersburg's Neighborhood Services Division investigates violations of Chapter 13 and other housing codes. When a violation is found, the City will attempt to **conciliate a resolution**. However, if both parties do not agree to the conciliation, or if the issue involves **legal disputes not covered by City Code**, you may need to seek **civil relief through the court system**.

Q. How do I file a complaint with the City?

A. You can file a complaint by calling 301-258-6340 and speaking with the Landlord-Tenant Investigator or emailing RentalHousing@gaithersburgMD.gov. Or by visiting the Neighborhood Services Division at City Hall, in person. Appointments encouraged.

Q. What's the maximum late fee my landlord can charge?

A. Late fees must be in the lease and **cannot exceed five-percent (5%)** of the monthly rent due. It cannot be charged until rent is **at least ten (10) days late**.

- Q. Can my landlord retaliate against me for filing a complaint or joining a tenant association?**
A. *No. Landlords are **prohibited from retaliating** against tenants for exercising their legal rights. This includes raising rent, reducing services, or threatening eviction.*
- Q. Are landlords required to provide heat during the winter?**
A. *Yes. Landlords must ensure the unit has working heat during cold months and maintain a minimum temperature of 65°F (18°C) as established per City Code.*
- Q. What if I suspect lead-based paint in my rental unit?**
A. *If the rental unit was built before 1978, lead paint may be present. Landlords must disclose this risk to the City during licensing and follow Maryland’s Lead Poisoning Prevention Program rules. You can also contact the Maryland Department of the Environment at 1-800-776-2706.*
- Q. Do landlords have to test for radon in City of Gaithersburg?**
A. *Yes, but only for **multifamily complexes** with at least four units and ground-contact or basement units. A radon test must be performed within **two (2) years before lease signing**, and results must be shared with the tenant.*
- Q. What happens if my unit has high radon levels?**
A. *If radon levels are **4.0 pCi/L or higher**, the landlord must retest and, if confirmed, **mitigate within ninety (90) days**. The tenant must be provided a follow-up test result showing levels have been reduced.*
- Q. Can tenants test for radon on their own?**
A. *Yes. Any tenant may conduct their own test or hire a certified radon professional. If elevated radon is found, the tenant must notify the landlord in writing within **fourteen (14) days** and provide a copy of the results.*
- Q. Can I break my lease if my landlord doesn’t fix a radon problem?**
A. *Yes, If the landlord fails to follow through with mitigation after confirmed elevated radon levels—such as by not acting on a mitigation plan provided by a certified contractor, the tenant **may terminate the lease without penalty**, including a full return of the security deposit.*
- Q. Is radon testing required for single-family rental homes?**
A. *No. The radon testing and disclosure requirements in Gaithersburg apply **only to multifamily complexes** with ground-contact or basement units.*

FAQs For Landlords:

- Q. Do I need a license to rent my property in the City of Gaithersburg?**
- A.** *Yes. All rental units must be licensed through the City's Permitting Division before being rented or advertised. Properties must pass inspection and remain in code-compliant condition throughout the rental period.*
- Q. How much notice do I need to give before entering a tenant's unit?**
- A.** *At least 24 hours' written notice is required, except in emergencies. Entry should occur during reasonable hours., unless the tenant agrees otherwise.*
- Q. What if a tenant refuses to allow access for repairs or inspections?**
- A.** *Tenants are required under Chapter 13 to provide reasonable access. If denied, landlords should document the issue and may contact the City for assistance or seek legal remedies if necessary.*
- Q. Can I charge tenants for shared utilities; Ratio Utility Billing System (RUBS)?**
- A.** *Yes, but only if disclosed in the lease. You must clearly outline how costs are calculated and ensure charges are reasonable and limited to actual utility expenses.*
- Q. What documents must I give to tenants at lease signing?**
- A.** *You must provide a copy of the executed lease, a written lease summary, a copy of the City's Landlord-Tenant Handbook (printed or digital), and any relevant rules, policies, or covenants that apply to the rental property.*
- Q. Am I required to offer a two (2) year lease?**
- A.** *Yes, in multifamily complexes **only**. A two (2) year lease must be offered at the tenant's option unless a valid reason is documented for offering a different term. **This requirement does not apply to single-family dwellings.***
- Q. How do I handle complaints from tenants about neighbors or noise?**
- A.** *Landlords are responsible for maintaining safe and peaceful rental environments. You should document all complaints, investigate them promptly, and take reasonable steps to resolve disturbances that violate lease terms or City Code.*
- Q. What happens if my rental license expires or is revoked?**
- A.** *You cannot legally operate or advertise your unit for rent. Failure to maintain an active license may result in fines or enforcement action. Contact the City's Permitting Division for renewal or compliance assistance.*

Q. What are my responsibilities if I live out of state?

A. If you reside out of state, you are **not currently required** by City Code to designate a local agent. However, it is highly recommended as best practice, to have a local contact who can respond to urgent matters or City communications in your absence.

Q. Am I required to test for radon before renting a unit?

A. Yes, if you are renting a **ground-contact or basement unit** in a **multifamily rental facility with four or more units**, you must test for radon **within two years before lease signing** and provide the results to the tenant.

Q. What kind of radon test is acceptable?

A. The test must be performed using a **device approved** by the Montgomery County Department of Environmental Protection and in accordance with **EPA protocols**. You may perform the test yourself or hire a certified radon professional.

Q. What Radon information do I need to give the tenant at lease signing?

A. You must provide:

1. A copy of the radon test results showing levels are **below 4.0 pCi/L**
2. Confirmation that the test was completed **within two years**
3. The **EPA Radon Guide for Tenants** or an approved equivalent

(Hard copy if requested or can be link )

https://19january2017snapshot.epa.gov/sites/production/files/2014-08/documents/tenants_guide.pdf)

Q. What if a tenant provides radon test results showing high levels?

A. You must initiate a **follow-up test within fourteen (14) days**. If the test confirms levels are at or **above 4.0 pCi/L**, you must mitigate the unit and provide the tenant with a follow-up test result showing safe levels, all within **ninety (90) days**.

Q. Who pays for radon retesting and mitigation?

A. The **landlord is responsible** for all follow-up, confirmation, and mitigation costs related to radon.

Q. What if my test and the tenant's test results don't match?

A. If both tests are by certified professionals and conflict, the result from a **long-term test** takes priority over a short-term one. If still unresolved, a **mutually agreed-upon third-party professional** must conduct a new test.

Q. Can a tenant legally break the lease over radon?

A. Yes. If you fail to mitigate confirmed elevated radon levels, such as by not following a mitigation plan provided by a certified radon contractor, the tenant has the **right to terminate the lease without penalty**. You will also be required to return the full security deposit, including any accrued interest, as required by law.

14. RESOURCES & CONTACT INFORMATION

Neighborhood Services Division

Community, Neighborhood & Housing Services

City of Gaithersburg

31 S Summit Avenue

Gaithersburg, MD 20877

Phone: 301-258-6340

Email: RentalHousing@gaitthersburgMD.gov

Website: www.gaitthersburgMD.gov/services/neighborhood-services

15. SAMPLE DOCUMENTS, FORMS & CHECKLISTS

The following documents are available for download on the City website or by request from the Neighborhood Services Division:

- Sample Move-In/Move-Out Checklist
- Sample Lease
- Sample Lease Summary
- Landlord-Tenant Complaint Form
- This Landlord-Tenant Handbook

Request forms via email at RentalHousing@gaitthersburgMD.gov

IMPORTANT CONTACTS FOR TENANTS & LANDLORDS

| | | |
|---|---|---------------------|
| ➤ | EMERGENCIES <i>Police, Fire & Rescue & Emergency Medical Services (EMS)</i> | 911 |
| ➤ | Montgomery County Police Department Non-Emergency | 301.279.8000 |
| ➤ | City of Gaithersburg Neighborhood Services RentalHousing@gaitersburgMD.gov | 301.258.6340 |
| ➤ | City of Gaithersburg Community Services CommunityServices@gaitersburgMD.gov | 301.258.6395 |
| ➤ | City of Gaithersburg Police Office of Community Service PoliceCSO@gaitersburgMD.gov | 301.258.6168 |
| ➤ | City of Gaithersburg Animal Services AnimalControl@gaitersburgMD.gov | 301.258.6400 |
| ➤ | City of Gaithersburg Public Works PublicWorks@gaitersburgMD.gov | 301.258.6350 |
| ➤ | City of Gaithersburg Parks, Recreation and Culture ParksRec@gaitersburgMD.gov | 301.258.6370 |
| ➤ | Montgomery County Sheriff's Office Eviction Unit | 240.777.7130 |
| ➤ | Montgomery County Crisis Center | 240.777.4000 |
| ➤ | Montgomery County Health Department | 240.777.0311 |
| ➤ | Potomac Electric Power Company (<i>PEPCO – Electric Utility</i>) | 800.424.8028 |
| ➤ | Washington Gas (<i>Gas Utility</i>) | 844.927.4427 |
| ➤ | Washington Suburban Sanitary Commission (<i>WSSC – Water & Sewer Utility</i>) | 301.206.4001 |



APPENDIX TABLE OF CONTENTS

- I. HB 767 Tenant Informational Sheet – English..... Pg. **30**
- II. HB 767 Hoja Informativa para Inquilinos - Español..... Pg. **31**

City of Gaithersburg – State of Maryland (HB 767) Tenant Informational Sheet Effective October 1, 2025

A new Maryland law, the Procedures for Failure to Pay Rent, Breach of Lease, and Tenant Holding Over (HB 767), gives tenants more notice before an eviction.

This law applies to all rental properties in Gaithersburg and throughout Maryland.

BEFORE AN EVICTION

- Your landlord must give you at least six (6) days' written notice before the Sheriff carries out an eviction.
- The notice must be:
 - mailed to you by first-class mail with a certificate of mailing,
 - posted on your front door, and
 - if possible, sent electronically (email or text).
- The notice must include:
 - the District Court summary ejectment case number
 - the tenant's name as listed in the court case
 - the address of the leased premises
 - the date the warrant of restitution was ordered by the court
 - the initial scheduled date of the eviction
 - A statement that repossession may occur unless the tenant:
 - Returns possession of the premises to the landlord; or
 - If applicable, a statement showing the total amount due to redeem the property
 - A statement that this is the final notice of the intended repossession, even if delayed
 - The following statement:
 - You could lose all your personal belongings left inside your home when the eviction occurs. Local laws and practices about the disposal of any of your personal belongings upon eviction vary.
 - You may seek advice by calling 211 for a legal referral or by contacting the District Court Help Center at 410.260.1392 or www.courts.state.md.us/helpcenter to speak to an attorney.
 - The landlord's telephone number, email address, and mailing address

For questions or assistance understanding your rights, contact:

City of Gaithersburg – Neighborhood Services Division – Rental Housing
301-258-6340

RentalHousing@GaithersburgMD.gov

31 S Summit Avenue, Gaithersburg, MD 20877

gaithersburgmd.gov/services/neighborhood-services

Ciudad de Gaithersburg – Estado de Maryland (HB 767) Hoja Informativa para Inquilinos Vigente a partir del 1 de octubre de 2025

Una nueva ley de Maryland, “Procedimientos por falta de pago del alquiler, incumplimiento del contrato de arrendamiento o retención indebida del inquilino (HB 767), concede a los inquilinos más aviso antes de un desalojo.

Esta ley aplica a todas las propiedades de alquiler en la Ciudad de Gaithersburg y en todo el estado de Maryland.

ANTES DE UN DESALOJO

- Su arrendador debe entregarle un aviso por escrito con al menos seis (6) días de anticipación antes de que el Sheriff ejecute el desalojo.
- El aviso debe:
 - enviarse por correo de primera clase con certificado de envío,
 - colocarse en la puerta principal, y
 - si es posible, enviarse electrónicamente (correo electrónico o mensaje de texto).
- El aviso debe incluir:
 - El número del caso del Tribunal de Distrito (Corte),
 - El nombre del inquilino tal como aparece en el caso judicial,
 - La dirección de la vivienda arrendada/rentada,
 - La fecha en que la tribunal judicial (corte) ordenó la orden de restitución,
 - La fecha inicial programada para el desalojo,
 - Una declaración que indique que la recuperación de la vivienda puede ocurrir a menos que el inquilino:
 - Devuelva la posesión de la vivienda al arrendador / propietario;
 - Si corresponde, una declaración que muestre la suma total adeudado para redimir la propiedad,
 - Una declaración que indique que este es el **aviso final** del desalojo previsto, incluso si se retrasa.
 - La siguiente declaración:
 - Podría perder todas sus pertenencias personales que queden dentro de su vivienda cuando ocurra el desalojo. Las leyes y prácticas locales sobre la eliminación de sus pertenencias personales después de un desalojo varían;
 - Puede solicitar asesoría llamando al 211 para obtener una referencia legal o comunicándose con el Centro de Ayuda del Tribunal de Distrito (Corte) al 410.260.1392 o en www.courts.state.md.us/helpcenter para hablar con un abogado.
 - El número de teléfono, dirección de correo electrónico y dirección postal del arrendador/ propietario.

Si tiene preguntas o necesita ayuda para entender sus derechos, comuníquese con:

City of Gaithersburg – Neighborhood Services Division – Rental Housing
301-258-6340

RentalHousing@GaithersburgMD.gov

31 S Summit Avenue, Gaithersburg, MD 20877

gaithersburgmd.gov/services/neighborhood-services