

Special Laws & Rules for Prince George's County [1]

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Landlord/Tenant Code

(Prince George's County Code, Subtitle 13, Sections 13-135 - 13-138 and 13-153 - 13-163)

These provisions apply to any building, or combination of related buildings operated as a single entity, with 1 or more rental dwelling units. They do not apply to transient facilities such as boarding houses, tourist homes, hotels, school dormitories, or facilities operated for religious or charitable purposes.

Maintenance; landlord's responsibility

Landlord must expressly warrant that during the tenancy he will comply with all applicable Federal, State, County, or municipal laws and regulations relating to the construction, maintenance, use, or appearance of the dwelling unit and the premises.

Landlord must maintain all facilities supplied with the dwelling unit and/or as provided in the lease.

Landlord may promulgate reasonable rules for use of the leased premises, consistent with the lease and the laws. Tenant must be notified in writing of any changes in the rules.

Any landlord operating three or more rental units must have a 24-hour telephone number and/or answering service so that tenant may contact landlord in case of an emergency affecting the health, safety, or welfare of a tenant or property. Landlord must notify all tenants of the telephone number in writing, by posting in a conspicuous place and also in the lease. All tenants must be notified promptly of any change in the emergency telephone number.

Tenant's right to enter at beginning of term

Landlord must assure tenant of peaceable entry at the beginning of the lease term. Landlord is responsible for removing a holdover tenant.

Landlord's right to access

Tenant may not unreasonably withhold consent for landlord to enter the unit to inspect, make necessary repairs, decorations, alterations, etc., or to show the unit to prospective purchasers, tenants, or mortgagees.

Landlord must not abuse the right to access or use it to harass the tenant. Except in an emergency affecting health, safety, or welfare, tenant must be given at least 24 hours' written or oral notice and landlord's entry must be during normal business hours or at another time mutually agreed to by tenant and landlord.

If tenant is absent from the unit at the time of entry, landlord must give tenant, within 24 hours after entry, a written report stating the purpose of the entry and the details of any repair, decoration, alteration, etc.

Abuse of access rights by either tenant or landlord can be a basis for termination of the lease.

Tenant's right to read meters

For units with individual meters for water, gas, electricity, or other services billed to the tenant, tenant has the right of access to the meters. Where meters are in secured areas, access can be arranged by appointment. The appointment must be requested by tenant at least 3 days in advance and must be scheduled during normal business hours.

Tenant's duties

In addition to complying with obligations imposed by the lease and by all applicable laws, tenant must:

1. keep his part of the premises clean and sanitary;
2. dispose of rubbish, garbage, and other waste in a clean and sanitary manner;
3. keep all plumbing fixtures as clean and sanitary as their condition permits;
4. use properly all electrical and plumbing fixtures;
5. prevent anyone whom tenant has permitted on the premises from damaging or removing any part of the unit or its equipment, and refrain from doing any such thing himself;

6. comply with all lawful agreements and rules which the landlord can show are reasonably necessary for the preservation of persons and property;
7. refrain from interfering with the right of other tenants to enjoy their occupancies;
8. if locks have been added or changed by tenant, give to the landlord a copy of the key to enter the premises.

Report of condition of the premises

If landlord imposes a security deposit, he must promptly give to tenant, upon tenant's written request, a report describing all existing damage in the unit, as required by the Real Property Article of the Annotated Code of Maryland. Tenant's request must be made within 15 days of the start of tenant's occupancy. If tenant disagrees with the report, he should give his own statement to the landlord within 5 days after receiving landlord's report. Landlord is liable to tenant for 3 times the amount of the security deposit if he fails to give tenant this report. Landlord is presumed responsible for the conditions noted in the report.

If tenant notices a defective condition in the unit which the landlord may not know about, tenant must report it to landlord within 48 hours. If the defect may cause serious damage to person or property, tenant must report it immediately.

Late fees

Beginning on the 6th day of the period for which rent is due, landlord may charge a late fee of not more than 1% of the total monthly rent payment per day for each day the rent payment is late, not to exceed a total of 5% of the total monthly rent payment. However, if tenant receives public assistance pursuant to Sections 48, 65A, 65B, and 65C of Article 88A of the Maryland Code, and the public assistance check was not mailed on or before the rent due date, the landlord must wait to charge the late fee beginning on the 6th day after the check was actually mailed. Tenant is responsible for informing landlord in writing that the check was mailed later than the rent due date, and for providing reasonable, satisfactory evidence. Where rent is paid weekly, the penalty for late payment may be \$3, up to a maximum of \$12 per month.

Where tenant seeks to redeem (remain in) the dwelling unit after the landlord has been awarded judgment in summary ejectment for non-payment of rent, tenant cannot be required to pay any charges other than rent, court filing fees, and court-awarded costs. Landlord is entitled to recover only costs and/or filing fees actually incurred. If tenant requests in writing, landlord must give tenant a written statement of charges actually incurred, together with the District Court (Landlord-Tenant) case number and a copy of the complaint form. Tenant's request must be made within 30 days after the costs were assessed.

The right to redeem is not available to a tenant who has had 3 or more judgments of restitution entered against him in the 12 months before the beginning of the court action in ejectment (eviction).

Security deposits

A security deposit is money given by tenant to landlord as security for tenant's compliance with the lease. A security deposit may not be more than 2 months' rent or \$50, whichever is greater, per dwelling unit, regardless of the number of tenants. If landlord charges more, tenant may recover up to 3 times the extra amount charged, plus reasonable attorney's fees.

Legal action based on this security deposit section may be brought at any time during the tenancy or within 2 years after the lease is ended.

Landlord must keep the security deposit in an interest-bearing insured escrow account in a bank or savings and loan association in Maryland and must administer it for the benefit of the tenant. The money must be identified as security deposit escrow money and must not be commingled with any assets of the landlord. Failure to provide information about the escrow account will be cause for denial, suspension, or revocation of landlord's license to operate a multi-family rental facility.

Landlord must give to tenant a receipt for the security deposit. The receipt must be included as a provision in the lease. If landlord fails to provide the written receipt, he is liable to tenant in the amount of \$50.

In the event of sale or transfer of the dwelling unit, including but not limited to receivership or bankruptcy, the security deposit is binding on the successor in interest to the person to whom the deposit was given. Security deposits are free from attachment by creditors. The successor is liable to tenant for return of the deposit plus required interest.

Within 45 days after the lease ends, landlord must return the security deposit and interest, less any damages rightfully withheld.

If tenant notifies landlord by certified mail of tenant's intention to move, date of moving, and tenant's new address, tenant has the right to be present when landlord or landlord's agent inspects the unit to determine if damage was done during the tenancy. Tenant's notice must be mailed at least 15 days before the date of moving. On receipt of the notice, landlord must notify tenant by certified mail of the time and date of the inspection, which must be within 5 days before or 5 days after the date of moving. Tenant must be informed of his rights under this subsection when he pays the security deposit. If landlord fails to comply with this requirement, he has no right to withhold any part of the security deposit for damages.

Where tenant has committed a breach of the lease, landlord may withhold only the amount that he was actually damaged by the breach. Thus if tenant vacates before the end of the lease term and landlord seeks to withhold from the security deposit an amount for lost rent, landlord must deduct from the damages any rents received for the unit during the remainder of tenant's term.

Within 30 days after the lease is terminated, landlord must send to tenant's last known address by first class mail a detailed statement of any damages or violations of the lease. Security deposit funds may be withheld for unpaid rent, damage due to breach of the lease, or damage to the dwelling unit by tenant, his family, agents, employees, or social guests beyond ordinary wear and tear.

A landlord who fails to inspect the unit or mail the statement of damages within 30 days, as required above, forfeits the right to withhold any part of the security deposit for damages.

Leases

Before a unit is leased in a multi-family rental facility, there must be either an oral lease or a written lease executed (signed) by both landlord and tenant. If the lease is written, it must be executed in duplicate and one copy given to tenant at the time of execution. The lease must be for a specified first term, and renewable for whatever additional term, if any, is specified. The renewal is at tenant's option. Terms and conditions of renewals must be the same as for the first term, except as agreed otherwise by landlord and tenant. Any restrictions on tenant's use of the unit and the common areas, and any rights such as use of a parking lot or swimming pool, must be specified in the lease.

Required lease provisions

Each written lease must contain the following:

- acknowledgment of landlord's and tenant's "collateral" responsibilities for maintaining the leased premises;
- the notice required to terminate occupancy;
- acknowledgment of landlord's duty, upon termination of the lease, to give to tenant a list of damages chargeable to tenant;
- the maximum number of persons, not including occasional guests, who may occupy the unit. An "occasional guest" is a person who, with tenant's consent, is a temporary occupant for not more than 15 consecutive days;
- a list of all equipment provided by landlord, both the required items such as heat, water, and hot water, and any not-required items such as air-conditioning, washer, dryer, garbage disposal, etc.;
- a list of all services to be provided by landlord, which must include trash removal and maintenance of the grounds;
- an express warranty of habitability;
- in the case of monthly rent payments, a statement that a fee for late payment of rent is not chargeable until the 6th day of the rent period;
- a "non-retaliation" provision as in Section 8-208.1 of the Real Property Article of the Maryland Code (see Maryland Guide, page 35);
- an acknowledgment of landlord's duty to provide a written receipt for the security deposit and for all cash received from tenant;
- an acknowledgment that rent escrow is a lawful tenant remedy;
- permission to tenant to sublease subject to prior written approval of landlord;
- a statement of the security deposit required, if any, and the interest to be paid;
- an acknowledgment that a blind or deaf tenant may keep a dog of tenant's choice, provided the dog is certified as specially trained to aid tenant inside the unit, in the rental facility, and in all related structures in accordance with applicable laws;
- notification to tenant that landlord does not carry insurance on tenant's personal possessions, and if tenant wants to be insured an insurance carrier must be contacted. Landlord must require tenant to initial this provision.

Drug activities prohibited

A tenant who knowingly subleases, assigns, transfers possession, or permits use of an apartment for the purpose of committing a violation of the Controlled Dangerous Substances Laws of Maryland is guilty of misdemeanor punishable by a fine of not more than \$1,000 or imprisonment for not more than 6 months.

Rental facilities in flood areas; notice to tenants

Whenever the County Department of Environmental Resources determines that any part of a multi-family rental facility, including the parking area, is within the 100-year flood plain, the lease of any tenant who would occupy a building or use a parking or storage facility within the flood plain area must contain specific information about the flood hazard and about the purchase of insurance. Any lease which is required to contain such a provision and which does not contain it, together with tenant's signature or witnessed mark specifically related to that provision, will be unenforceable by landlord.

Within 5 days after the Department of Environmental Resources notifies a landlord of flood hazard, landlord must give all tenants the appropriate notice.

Equipment provided by landlord

Equipment provided by landlord must be properly installed, connected, maintained, and capable of adequately performing the use for which it was designed.

Prohibited lease provisions

The following provisions are prohibited in any written lease:

- waiver of notice to quit;
- waiver of landlord's liability for damages caused by landlord's failure to maintain or repair the premises as required by law;
- incorporation by reference of another agreement or provision, unless a copy is attached to all copies of the lease;
- authorization of confession of judgment for rent due;
- waiver of the protection afforded by the Prince George's County Landlord-Tenant Code;
- a penalty for late payment of rent that exceeds the limit set by County law;
- waiver of notice of any service of process provided or allowed under State or County law;
- waiver by tenant of any right or remedy provided by law;
- waiver by tenant of the right to a jury trial;
- tenant's agreement that landlord's notice to quit may be less than is required by law. However, either party may agree to a longer notice period. (But the length of notice required from tenant must not be greater than the notice required from landlord. Maryland Code, Real Property, Section 8-501.);

- authorization for landlord to take possession of the dwelling unit or tenant's possession in the unit, unless the lease has been terminated by action of the parties or by operation of law and tenant has abandoned his possessions without formal legal process.

The above-prohibited provisions cannot be enforced by landlord.

Evictions; Placement of Abandoned Property

After a warrant of restitution is executed, the landlord must dispose of the property of a tenant. In no event may any of the tenant's property be placed on a public right-of-way or on any public property. Any property removed from the leased premises pursuant to a properly issued warrant of restitution will be deemed abandoned. (Section 13-164(a)).

If the tenant or the tenants' agent is present at the time the warrant of restitution is executed, the tenant must be permitted to salvage and transport the tenant's property removed from the leased premises, after the warrant of restitution is executed, for a reasonable period of time, not to exceed four hours (Section 13-164(b)).

Consumer Protection

(Prince George's County Code, Subtitle 2, Sections 2-142 et seq.)

This law is intended to be liberally construed and applied. It is enforced by the Consumer Protection Commission, a body of 5 members appointed by the County Commissioner. Real estate leases are specifically included in the definition of "merchandise."

Unlawful practices

The following acts are unlawful in connection with the sale or advertisement of merchandise or service, or the borrowing of money or extension of credit, whether or not anyone has been deceived or damaged by the unlawful act:

- any act of deception, fraud, false promise, or material misrepresentation;
- concealing, suppressing, or omitting a material fact which was known or should have been known to the merchant or lender;
- unreasonable detention of money or personal property;
- harassing or threatening a person by telephone, letter, or other means, or contacting a person's employer about the person's debt (however, legal process may be used to collect a debt);
- arbitrarily refusing or terminating a person's credit without explanation and without allowing the person to correct errors on his credit records;
- an "unconscionable trade practice": taking unfair advantage of the lack of knowledge, ability, experience, or capacity of a consumer, which results in a gross disparity in the rights of the consumer as against the merchant, or a gross disparity between the price paid and the value received by a consumer;
- failure of the seller of a residential condominium unit to make certain disclosures required state law

(Other unlawful practices relate to cemetery management and certain services licensed under County law, including motor vehicle towing services.)

Power of the Commission

The Consumer Protection Commission has the power to receive and investigate complaints from any person, and to initiate its own investigations of fraud or unfair dealing. The Commission can issue subpoenas and cease and desist orders, annul or suspend a Traders or Business License, and under certain circumstances, request the Circuit Court to issue an injunction against a violator or against a person who fails to obey a subpoena. The Commission can also conduct education programs for consumers and businesses.

Recovery of costs

In any action brought to enforce this law, the County is entitled to recover from the violator the costs incurred by the Commission for the investigation and hearing.

Multi-Family Rental License

(Prince George's County Code, Subtitle 13, Sections 13-181 - 13-190)

License required

A multi-family rental facility (a building with 3 or more rental dwelling units) may not be operated without a license issued by the Director of the Prince George's County Department of Environmental Resources. The legal owner of the property must apply for the license on a form supplied by the Director. Licenses are issued for a period of 1 - 2 years as determined by the Director, depending upon the inspection and licensing work schedule. The fee for a 2-year license is \$50. If the property meets the requirements of the County Housing Code, a license will be issued. If the requirements are not met, the applicant will receive a written statement specifying the defects.

Change of ownership

The multi-family rental license terminates on change of ownership, but the purchaser may continue to operate the facility without penalty if an application for a new license is submitted to the Director before actual change of ownership.

Suspension or revocation of license

A license may be suspended or revoked if the Director finds a violation of the Housing Code and the violation seriously threatens the health and safety of the occupants of the property, or the licensee has unreasonably failed to comply with a violation notice. Suspension may be ordered without a hearing; revocation cannot occur until after a hearing is held. If a license has been suspended or revoked, the licensee may not lease a vacant unit or a unit that becomes vacant until the license is reissued. A notice of this prohibition will be provided by the Department of Environmental Resources and must be publicly displayed in the rental office or on the property.

Display of license

Wherever feasible, the license must be prominently and publicly displayed on the premises or produced upon request of a tenant or prospective tenant. The license must be available at reasonable times for inspection by an authorized inspector of the Department.

Human Relations Commission

(Prince George's County Code, Subtitle 2, Sections 2-185 et seq.)

These sections of the Code direct the efforts of County government in eliminating discriminatory practices in housing, employment, public accommodations, education, financing, law enforcement, and other facets of life. Following is a summary of the provisions relating to housing.

Definitions

"Discrimination" means acting, failing to act, or unduly delaying an action regarding any person because of race, religion, color, sex, national origin, age (except as required by state or federal law), occupation, familial status (families with children), marital status, political opinion, personal appearance, sexual orientation, or physical or mental handicap, in such a way that the person is adversely affected.

"Housing" means a building or part of a building designed or arranged for use as a residence or sleeping place for one or more persons, groups, or families. It includes a mobile home site and any land offered for sale or lease for the construction of housing.

"Occupation" means the "principal lawful activity of one's life". Persons protected under this category include students, welfare recipients, retired persons, physically or mentally handicapped persons, and persons irrespective of income.

"Personal appearance" means outward appearance irrespective of sex, with regard to hairstyle, beard, or manner of dress.

"Physical or mental handicap" means an impairment which substantially limits one or more of a person's major life activities, or a record of having such an impairment, or being regarded as having such an impairment. It includes a mental impairment such as retardation or other condition which may have necessitated remedial or special education and related services. It does not include current illegal use of or addiction to a controlled dangerous substance as defined by state law.

"Political opinion" means opinion relating to government or the conduct of government, or relating to political parties authorized to participate in primary elections in Maryland.

"Sexual orientation" means a person's preference or practice as to homosexuality, heterosexuality, or bisexuality, or being regarded or identified as having such a preference.

"Familial status" means one or more persons under the age of 18 years living with a parent or other person who has legal custody of the minor, or the designee (with written permission) of the parent or other person. This protection also applies to a person who is pregnant or is in the process of getting legal custody of a minor.

Human Relations Commission

The Commission is a 13-member body appointed by the County Executive and confirmed by the County Council. The term of office is 3 years. Commission members should be broadly representative of the citizens of the County. The Commission must meet at least once each month, and must submit an annual report to the County Executive and the Council by October 1 of each year. The executive director of the Commission is appointed by the County Executive.

The Commission has broad powers to survey, study, hold investigatory hearings, and "promote in every way possible the betterment of human relations". Its enforcement powers include the power to administer oaths, issue subpoenas to compel the attendance of witnesses and the production of documents at formal hearings, issue cease and desist orders, order affirmative actions, and award monetary relief, including damages for humiliation and embarrassment up to \$100,000. A determination by the Commission that this law has been violated is a conclusive finding. Compliance with an order of the Commission may be enforced by the Circuit Court, and an appeal of a final decision of the Commission may be made to the Circuit Court.

Procedure

Complaints of housing discrimination must be filed with the Commission within 360 days after the alleged act of discrimination. The Commission must then begin its investigation within 30 days, and must complete the investigation within 100 days after receipt of the complaint, if possible. Final administrative disposition must be made within one year after receipt of the complaint, unless it is impracticable to do so. If after investigation there is reasonable cause to believe that the law has been violated, the Executive Director of the Commission will try to conciliate the parties. The Executive Director may not dismiss a housing discrimination complaint because of the complainant's failure to accept a conciliation agreement, even a reasonable agreement. If the conciliation effort fails, a formal public hearing will be held before either the full Commission or a panel of Commissioners. Until the public hearing is held, Commission proceedings are confidential, except that information may be released at any time if both complainant and respondent so agree in writing; and the identity of the complainant must be disclosed to the respondent if the respondent requests it. Also, a conciliation agreement relating to housing discrimination must be made public unless both complainant and respondent agree otherwise and the

Executive Director determines that disclosure is not needed to further the purposes of the Human Relations law.
Prohibited acts relating to housing

Whether acting for monetary gain or not, a person must not refuse to sell, lease, sublease, or otherwise transfer, and must not refuse to negotiate for the sale, lease, sublease, or other transfer of any interest in housing, or make or indicate that housing is not available for inspection, sale, lease, sublease, or other transfer when in fact it is available, to any person because of race, religion, color, sex, national origin, age, occupation, marital status, political opinion, personal appearance, sexual orientation, physical or mental handicap, or familial status (families with children).

A person must not: discriminate in denying or restricting access to or membership or participation in a multiple listing service, real estate brokers' organization, or other service, organization or facility related to selling or renting dwellings; discriminate in the terms, conditions, or privileges of a sale, lease, sublease, or other transfer of housing; discriminate in furnishing facilities, repairs, improvements, or services or in the terms or conditions of occupancy; print, publish, or cause to be printed or published a statement, advertisement, etc., announce a policy, or use a form of application that indicates a discriminatory preference or limitation; induce or try to induce a person to sell or lease housing by making discriminatory statements about the entry or prospective entry of other persons into the neighborhood; discriminate in a sale or rental, or in any way make housing unavailable because of a handicap of the buyer or renter, of a person living in or intending to live in the dwelling after it is sold or rented, or of any person associated with the buyer or renter. This prohibition includes a refusal to make reasonable accommodation in rules, practices, or services, and a refusal to permit reasonable modification of the premises to be occupied by the handicapped person, except that in the case of rental, the landlord may require the renter to agree to restore the interior to the pre-modification condition, reasonable wear and tear excepted.

The provisions in this law prohibiting discrimination against the handicapped do not require that a dwelling be made available to a person whose tenancy would constitute a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others.

Exceptions

Discrimination that would otherwise be unlawful is not prohibited with regard to leasing rooms or apartments in an owner-occupied dwelling consisting of not more than 3 rental units. However, the printing and publishing provisions of the law do apply to this housing.

Discrimination based on age or familial status is permitted for housing operated in connection with a retirement or senior citizen home or housing. The age and familial status provisions also do not apply to housing provided under a federal or state program specifically designed and operated to assist elderly persons, to housing intended for and occupied solely by persons 62 years of age or older, or to housing intended and operated for occupancy by at least one person 55 years of age or older per unit, provided that certain federal regulations are complied with.

A religious organization or a nonprofit organization operated or controlled by a religious organization may limit or give preference to persons of the same religion in the sale, rental, or occupancy of dwellings which it owns or operates, unless membership in the religion is restricted on the basis of race, color, sex, national origin, age, occupation, marital status, political opinion, personal appearance, sexual orientation, physical or mental handicap, or familial status.

Financing

Lending institutions must not discriminate in lending money, guaranteeing loans, accepting mortgages or deeds of trust, or any other way of making funds available for the purchase, construction, repair, maintenance, etc., of housing. A lending institution may base its actions on a person's income and financial ability.

Influencing a transfer of property

A person must not directly or indirectly induce another person to acquire or transfer an interest in housing by any statement about the existence or proximity of property which is or may be owned, rented, or occupied by a person in a protected category. Repeating certain discriminatory statements of other persons is also prohibited. The law similarly prohibits making false, reckless, or intentionally misleading statements about a change in personal circumstances relating to a protected attribute of a resident of a neighborhood for the purpose of obtaining a property listing.

Real estate signs

For sale or for rent signs or similar devices must not be used if the property is in fact not being offered as advertised.

In the case of housing which has been sold or rented, the sign may be left in place for a maximum of 14 days after the execution of a contract or other written agreement of sale or rental.

Prohibited statements

The following is prohibited: to induce directly or indirectly, for profit, a sale or listing for sale of housing by means of an oral or written statement that the presence or anticipated occupancy or ownership of property by a person in one of the protected categories may result in a reduction in property values; a future change (relating to any of the protected classes) in the composition of the residents of a neighborhood; an increase in criminal or other antisocial behavior in the neighborhood where the property is located; a decline in the quality of schools, churches, businesses, etc., in the neighborhood.

Solicitations

No one may solicit the sale or purchase of single-family dwellings unless the solicitation consists only of random, isolated inquiries and is not a systematic solicitation covering a substantial section of a neighborhood. "Solicitation" is defined as: inviting or inducing, for monetary gain, by means

of going uninvited onto the property of the person to be solicited; contacting the person by telephone, telegraph, or messenger without having been requested to do so; or distributing handbills or other advertisements on private property or private vehicles without having been requested by the owner of the property or the vehicle.

An owner who, because of a prohibited solicitation or statement, was induced to sell a dwelling may file a civil action in Circuit Court against the real estate dealer or broker or their agents or employees or agents who committed the act. The legal action must be filed no later than one year after the date of the sale. If judgment is in favor of the plaintiff, the court will award damages, reasonable attorney's fees and court costs.

Income requirements; income of both spouses

When a landlord seeks to determine whether a married couple meets income requirements, landlord must consider the income of both spouses.

Coercion, threats, or interference

It is unlawful to coerce, intimidate, threaten, or interfere with a person who is enjoying or has enjoyed any right protected by the Human Relations law, or because that person has encouraged or helped another person in the enjoyment of these rights.

Housing Code

(Prince George's County Code, Subtitle 13, Division 1)

The Prince George's County Housing Code sets minimum standards for all dwellings, all structures intended or used for human habitation, whether one-family, two-family, or multi-family, including movable units such as travel trailers and mobile homes. The Housing Code contains detailed provisions relating to fire safety, maintenance, space and occupancy limitations, basic equipment and facilities for heat, light, ventilation, sanitation, the responsibilities of owners, operators, and occupants, and enforcement and penalties.

Enforcement of the Housing Code is the responsibility of the Director of the Prince George's County Department of Environmental Resources (hereafter referred to as the "Director").

Several incorporated cities and towns in the County have adopted their own housing codes. County law requires that the local codes provide standards at least as strict as the County code. You should contact your local municipal government to find out whether a local housing code or the County Housing Code applies.

Copies of the County Housing Code are available at the County Administration Building in Upper Marlboro.

Following is a summary of the Housing Code.

Compliance required

No person may occupy as an owner-occupant or lease to a tenant to occupy a dwelling unit which does not meet the requirements of this Code.

Definition of "habitable room"

"Habitable room" means a room or enclosed floor space arranged for living, eating, and sleeping. It does not include bathrooms, toilet compartments, laundries, pantries, foyers, hallways, and other accessory floor spaces.

Exterior property areas

Exterior areas must be kept clean, without any accumulation of rubbish or garbage. Premises must be graded and maintained to prevent accumulation of stagnant water outside or within any structure on the premises.

Exterior areas must be kept free of plants which are harmful to public health.

With the exception of single family premises, exterior infestations of insects, rodents and other pests are the responsibility of the owner to exterminate. In single family premises, the occupant is responsible. The owner is responsible for extermination where the infestation is in the shared or public areas of a two family or multi-family dwelling.

Accessory structures such as detached garages, driveways, fences, walkways, etc., must be kept structurally safe and in good repair. Exterior steps and walkways must be kept free of unsafe obstructions or hazardous conditions.

Exterior structure

The foundation, roof, exterior walls, and all other exterior surfaces must be kept in a workmanlike state of repair and in a condition to exclude rodents. The foundation must adequately support the building.

Exterior walls and exposed surfaces must be free of holes, loose boards, or any other condition that might let in rain or dampness. Exterior wood surfaces must periodically be coated with a weather-resistant preservative and must be maintained in good condition. Exterior metal surfaces subject to rust or corrosion must also be protected. Roof drainage must be adequate to prevent interior dampness.

Exterior stairs, porches, etc., must be safe, capable of supporting the loads to which they are subjected, and kept in good repair. Where the Director requires it, stairs and porches which are more than two risers high must be provided with handrails.

Windows, doors, and basement hatchways must be substantially tight and kept in good repair. Windows must be fully supplied with glass panes or an approved substitute, without holes or open cracks. Every window other than a fixed window must be easily opened and held in position by window

hardware.

Each swinging entrance door to an individual apartment must have a deadbolt lock with a minimum throw (horizontal extension) of 5/8 of an inch, with the deadbolt operated by key from the outside and by turn-knob from the inside. Locks and installation are subject to specific approval of the Director. All exterior doors and door hinges, locks, and latches must be kept in working condition.

All swinging entrance doors to an individual apartment must either currently have a magnifying peephole, or must be provided with one which will provide a 180° viewing angle to allow the occupant to view the entrance area while the door is closed.

Locking devices must be provided for all patio and balcony sliding entrance doors and for all windows two stories or less above grade or accessible from a balcony. Security bars and jimmy plates are acceptable. The device and installation are subject to the approval of the Director, who shall coordinate approval with the Police Department.

In multi-family dwellings where the exterior entrance doors to the building are not secured, the entrance doors to laundry rooms, storage areas, and other similar areas in the building must be provided with the type of deadbolt lock described above, and tenants must be provided with access keys.

Windows, doors and frames must be constructed and maintained to exclude rain as completely as possible, and to substantially exclude wind. Basement hatchways must prevent entrance of rodents, rain, and surface drainage water.

Every door available for exit must be openable from the inside, easily and without use of a key.

Every openable basement or cellar window must be supplied with a corrosion-resistive rodent-proof shield or screen with specific qualifications.

Insect screens must be provided from June 1 to October 15 each year as follows: for every door opening directly to the outdoors; for 50% of each window used for ventilation; and for all other openings unless specifically exempted or modified by the Director. Each hinged screen door must have a self-closing device in good working condition. No screens are required for dwelling units above the fifth floor, and screen doors are not required for the main entrance door of a multi-family dwelling.

Interior structure

The following requirements apply to occupancy of, or to leasing for occupancy, a dwelling, rooming house, rooming unit, multi-family dwelling, or portion thereof.

Basements, cellars, and crawl spaces must be kept reasonably free from dampness to prevent decay and deterioration, as required by the Building Code.

The supporting elements of the structure must be sound, showing no evidence of deterioration which would render them unable to carry the imposed loads as required by the Building code.

Interior stairs must be constructed and maintained to be safe to use. Stairways with more than two risers must have handrails that comply with the Building Code. Open portions of stairs, balconies, landings, etc., must have proper railings.

The floor surface of bathrooms and toilet rooms must be substantially impervious to water and easy to keep clean.

All interiors must be kept clean and free from accumulations of rubbish and garbage. All refuse must be properly kept in temporary storage facilities as required by this Code.

Insects and rodents must be promptly exterminated by acceptable processes which are not harmful to human health. After extermination, care must be taken to prevent reinfestation. When infestation exists in two or more dwelling units in a building, or in the shared or public areas of the building, the owner is responsible for extermination. Where a single dwelling unit in a building is infested, the occupant of that unit is responsible for extermination. However, when a rodent infestation is caused by the failure of the owner to maintain the building in a rodent-proof condition, the owner is responsible for extermination regardless of how many units are infested.

Interior walls, floors, and ceilings must be kept clean, safe, structurally sound, free of holes and cracks, loose plaster or wallpaper, flaking or scaling paint, and must be substantially insect and rodent proof. Paint used for interior surfaces must be lead free.

Multi-family buildings, except those constructed originally for one or two families, must have the following readily visible signs in interior hallways and stairways to offer direction to specific dwelling units or floors:

a) All primary entrance doors into a dwelling unit must have permanent visible markings which identify that unit; b) The wall directly facing an elevator exit, except the lobby exit, must have a permanent sign indicating the most direct route to each dwelling unit on that floor. The sign must have bold letters at least one-half inch high; c) A similar sign is required at any junction of a hallway, except where the sign required under b) is visible from the junction; and d) The stairway side of a door leading from a stairway to a hallway must have a sign indicating the floor level or the identification numbers of the dwelling units on that floor level. The sign must have bold letters at least six inches high.

Basic facilities

The following requirements apply to the occupancy or lease of any dwelling unit.

Each unit must contain: a) a room with a water closet (toilet) and a sink for washing, separate from the habitable rooms and providing privacy; b) a room with a bathtub or shower and providing privacy; and c) a kitchen sink separate from the sink in the toilet room.

Each dwelling unit must contain properly installed cooking and baking facilities. The dwelling unit must also have a refrigeration unit capable of maintaining an average temperature of less than 45 Fahrenheit. These appliances must be properly installed and operated and kept clean. All required sinks, bathtubs, toilets, etc., must be properly connected either to a public water and sewer system or to an approved private water and sewer system, and except for toilets, must be supplied with hot and cold running water.

Water heating facilities must be supplied to each dwelling unit to permit an adequate amount of water at each required sink, bathtub, laundry facility, etc., at a temperature of at least 130 F. at any time.

Each dwelling must have heating facilities. The owner of the heating facility is required to insure that it is properly installed, safely maintained, in good working condition, and capable of heating all habitable rooms, bathrooms, and toilet rooms to an average temperature of at least 70° F. when the outside temperature is -10° F. For rented units, the owner must maintain the average temperature at the minimum of 70° F.

Incinerators and heating and water heating facilities must be installed and operated in compliance with the Building Code and with air pollution control laws.

Every dwelling, dwelling unit, and multi-family dwelling must have approved, covered containers for storage of rubbish. The owner, operator, or agent in control is responsible for removal of the rubbish. Every dwelling, dwelling unit, and multi-family dwelling must also have an approved facility for garbage disposal. It may be a mechanical sink grinder, an approved outside garbage can, or an incinerator, approved by the Director, within the building for the use of the occupants.

Installation and maintenance

All required equipment, plumbing systems, heating equipment, electrical fixtures and outlets, etc., must be properly installed and maintained. Occupants must keep all housing facilities clean so as not to breed insects and rodents or produce dangerous or offensive gases or odors.

Occupancy requirements

Habitable rooms must have a clear ceiling height of at least 7 1/3 feet, except that a minimum of 7 feet is permitted for certain attics and top half stories. Dwellings built before 1966 may be exempt from these requirements if the dwelling complied with the requirements in effect at the time the dwelling was built.

Each dwelling unit must contain a minimum gross floor area of 150 square feet for the first occupant and 100 square feet for each additional occupant. The total area of all habitable rooms comprises the floor area. A sleeping room for one occupant must have a minimum floor area of 70 square feet. A minimum of 50 square feet is needed for each person who will sleep in the room. ("Occupant" means "any individual living or sleeping in a building, or having possession of a space within a building.")

No habitable room, bathroom, or toilet room of a dwelling unit should open directly into or be used in conjunction with a food store, barber or beauty shop, doctor's or dentist's examination or treatment room, or similar room used for public purposes.

In a residence building or dwelling unit with two or more sleeping rooms, access to a bathroom or toilet room intended for use by the occupants of more than one sleeping room may not be solely through another sleeping room. Access to a sleeping room may not be solely through another sleeping room or through a bathroom or toilet room. Access to a bathroom may not be solely through a kitchen.

A dwelling unit partly below grade may be used for living purposes only if: a) floors and walls are watertight; b) total window area, total openable area, and ceiling height comply with this Code; and c) the required minimum window area of each habitable room is entirely above the grade of the ground adjoining the window.

Light and ventilation

Every habitable room must have at least one window of approved size facing directly to the outdoors or to a court. Minimum window area for a habitable room is 10% of the floor area of the room, except that in kitchens, artificial light may be substituted in accordance with the provisions of the Basic Building Code. Certain exterior walls and obstructions located within three feet of a window will prevent it from being included as part of the required window area.

Non-habitable workspaces such as laundry or furnace rooms must have at least one light fixture.

Where electrical service is available for the building, each habitable room must have at least two separate and remote electrical outlets, one of which may be a ceiling or wall light fixture. Each kitchen must have three separate and remote wall-type convenience outlets or two such outlets and one ceiling or wall-type electric light fixture. Every public hall, toilet room, bathroom, laundry or furnace room must have at least one electric light fixture. Every bathroom and laundry room must have at least one electric outlet in addition to the electric light fixture.

Every habitable room must have at least one easily opened window or other device to adequately ventilate the room. Except where mechanical ventilation is provided, the openable window area must equal at least 45% of the required window area.

Bathrooms and toilet rooms must comply with the light and ventilation requirements for habitable rooms unless they have an approved ventilation system.

Fire safety

All dwellings, including rooming houses, rooming units, lodging houses and lodging units, must comply with the Fire Prevention sections of the Basic Building Code and the following requirements:

No dwelling or rooming unit may be in a building containing an establishment for handling, dispensing, or storing flammable liquids with a flash point of 110 F. or lower. Cooking, heating, and water heating equipment and accessories must be kept free from leaks and obstructions and free from fire, health, and accident hazards. Installations and repairs must comply with Building Code and other laws. Portable cooking and heating equipment using flame are prohibited.

Smoke detectors must be installed by the owner of each multi-family dwelling unit in accordance with the County smoke detector law.

Responsibilities of occupants and owners

The occupant of a dwelling unit must keep clean and sanitary the part of the premises which he occupies, controls, or uses. Rubbish and garbage must be disposed of in a clean and sanitary manner by placing it in the required rubbish containers or garbage disposal facilities. If garbage facilities are not available, occupant must remove all non-burnable matter, wrap the garbage and place it in the required metal garbage storage containers, or use other required method of disposal.

All occupants of dwelling units must keep the basic facilities such as cooking and refrigeration equipment, plumbing fixtures, electrical fixtures, etc., clean and sanitary, and are responsible for using reasonable care in their proper use.

Every plumbing or electrical fixture or other basic facility furnished by the occupant must be properly installed and operated, kept clean and in good working condition, and free of defects, leaks, or obstruction.

An occupant who willfully destroys or impairs any equipment, facility, or part of the structure of a dwelling is guilty of a misdemeanor and is subject to the penalties provided in this Code. Normal deterioration and normal use and wear are not violations.

A single motor vehicle which is wrecked, dismantled, or not currently licensed may be kept in a wholly enclosed garage. The storage of any other wrecked, dismantled, or not currently licensed motor vehicle on the premises is prohibited.

Unless specifically authorized by law, the following may not be openly stored on residential property: household appliances, motor vehicle parts, building materials, furniture, weeds, dead trees, garbage, rubbish, and similar materials.

Except for temporary emergencies such as while repairs or alterations are being made, an owner, operator, or occupant may not willfully cause a required service, equipment, or utility to be removed or shut off.

Responsibilities mandated by this Code cannot be transferred or removed by a contract, lease, or other agreement.

Rooming Houses

Every person who operates a rooming house or who occupies or leases to someone a rooming unit in a rooming house must comply with the provisions of the Housing Code, with the following exceptions and special provisions:

Where toilet and washing facilities are shared, there must be at least one toilet, wash basin, and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, for every four rooms. They must be directly accessible from a common hall or passageway, not more than one story removed from any room sharing the facility, and may not be in a cellar. Wash basins, bathtubs, and showers must be supplied with hot and cold water at all times. The rooms where these facilities are located must be separate from habitable rooms and must afford privacy.

Rooms used for sleeping by one occupant must have at least 70 square feet of floor area. Rooms used for sleeping by more than three persons must have at least fifty square feet of floor area for each occupant.

The rooming house operator must supply clean bed linens and towels at least once a week and before renting a room to a new occupant.

Each window must have a shade, draw drapes, or other device providing privacy to the occupant of the room.

The operator is responsible for keeping every part of the rooming house clean and sanitary. Where the operator uses the entire building as a rooming house, he is responsible for sanitary maintenance of the entire premises.

Violations, notice, and penalties

When the Director determines that the Housing Code has been violated, or that there are reasonable grounds to believe that it has been violated, he serves notice upon the person responsible. The notice is delivered to the owner or occupant personally, or is left at his usual place of residence "with a person of suitable age and discretion who shall be informed of the contents" (Section H-140.0), or is mailed to his last known address, and finally, if the notice is returned undelivered, it is posted in a conspicuous place in or on the dwelling.

The violation notice must be in writing, specify the property, the violation and the remedial action required, and allow reasonable time for compliance.

If the notice is not complied with, the Director may take action, including a proceeding at law or equity, against the person responsible and may, if appropriate, order the premises vacated.

A violation of the Housing Code is a misdemeanor. A person, firm, or corporation convicted of a violation will be fined a maximum of \$500 or imprisoned for up to ninety days, or both. Each day that a violation continues after a notice has been served and not complied with is a separate offense.

Hardship exceptions

Where the literal requirements of the Housing Code would cause undue hardship, a written application for an exception may be sent to the Director, stating the reason for the request. Exceptions are granted in writing and only under conditions that protect reasonable safety and sanitation. Exceptions

are subject to review by the County Council.

Laws of Incorporated Towns in Prince George's County

There are 28 incorporated towns in Prince George's County:

- Berwyn Heights
- Bladensburg
- Bowi
- Brentwood
- Capitol Heights
- Cheverly
- College Park
- Colmar Manor
- Cottage City
- District Heights
- Eagle Harbor
- Edmonston
- Fairmount Heights
- Forest Heights
- Glenarden
- Greenbelt
- Hyattsville
- Landover Hills
- Laurel
- Morningside
- Mount Ranier
- New Carrollton
- North Brentwood
- Riverdale
- Seat Pleasant
- Takoma Park
- University Park
- Upper Marlboro

Approximately half of these towns have no local laws of special importance to tenants and landlords. The rest, however, have enacted legislation such as housing codes, tenant-landlord codes, rent control, and requirements for licensing and periodic inspections.

If you live in an incorporated town, be sure to check with your local government office to see if there are any municipal ordinances or regulations which you should be aware of.

Where to Go for Help

To prevent wasteful duplication of effort, contact one agency at a time. If the agency accepts your case, give it a reasonable amount of time to get results, and check back with it before calling another agency.

Property Standards Division of the Prince George's County Department of Permitting, Inspections, and Enforcement

1220 Carraway Court, Suite 1050, Largo, MD 20774

Tel. (301) 883-6100 8:00 a.m. - 4:00 p.m., Monday-Friday.

Enforces the Prince George's County Housing Code.

BNI (Baltimore Neighborhoods, Inc.)

2217 St. Paul Street, Baltimore, MD 21218

Tel. 1-800-487-6007 9:00 a.m. - 5:00 p.m., Monday - Friday.

Gives information and assistance with residential tenant-landlord problems and housing discrimination problems.

Prince George's County Human Relations Commission

9201 Basil Court, Suite 419 Landover, MD 20785

8:30 a.m. - 5:00 p.m., Monday - Friday

Tel. (301) 925-5070

Enforces the Prince George's County anti-discrimination law, which prohibits discrimination in the rental, sale, and financing of housing.

Prince George's County Department of Social Services

Tel. (301) 422-5000 for referral to the appropriate satellite office.

8:30 a.m. - 4:30 p.m., Monday - Friday.

Provides information, referral, and emergency service to families in crisis because of eviction or utility cut-off.

Legal Aid Bureau, Inc., of Prince George's County

6811 Kenilworth Avenue, Suite 500 Riverdale, MD 20737

Tel. (301) 927-6800

Offers legal services to income-eligible persons in the areas of public benefits such as Social Security, Medicare/Medicaid, Unemployment Benefits,

AFDC, Food Stamps and other similar public benefits. Legal assistance is also offered in the areas of public and federal housing and private landlord/tenant problems. Legal Aid will accept certain domestic relations cases and will make referrals to pro bono programs.

Tenants in Prince George's County are also offered free counsel and advice at the District Court in Hyattsville on Mondays, Tuesdays, and Fridays when landlord/tenant cases are heard in Courtroom 200. A Legal Aid Attorney is on duty in Room 208 at the Courthouse on days when landlord/tenant cases are heard. If a tenant is eligible for legal aid, the attorney can provide on-the-spot legal representation if necessary.

Legal Aid in Prince George's County does not accept criminal cases or attorney fee-generating cases such as personal injury suits. No legal advice is given over the telephone.

Legal Aid does not accept walk-in clients. An applicant for legal services should call first to schedule an appointment.

To make an appointment concerning a tenant-landlord problem, call 927-6800 between 2-4 p.m. Tuesdays and Thursdays.

Consumer Protection Division of the Office of the Maryland Attorney General

200 St. Paul Place, Baltimore, MD 21202

9:00 a.m. - 3:00 p.m., Monday - Friday

Tel. (410) 528-8662

Enforces the Maryland Consumer Protection law. Of particular importance to tenants and landlords is the Division's enforcement authority over tenant-landlord matters as defined in the Maryland Code, Real Property Article. The Division also enforces the state Mobile Home Park Law and provisions relating to warranties on new dwelling units. Its methods are mediation, arbitration, and litigation.

District Court for Prince George's County - Civil Division

14735 Main Street, Upper Marlboro, MD 20772

8:30 a.m. - 4:30 p.m., Monday - Friday

Tel. (301) 952-4080

All courts in Maryland are part of the state system of courts. The Civil Division of the District Court has exclusive jurisdiction (authority to decide cases) where the claim is \$2,500 or less. (Interest and costs may be added to the \$2,500.) Claims between \$2,500 and \$20,000 may be filed either in District Court or in Circuit Court. Except for tenant-landlord matters and certain other claims, District Court does not decide claims for more than \$20,000.

Disputes involving money only, where the amount is no more than \$2,500, are handled in Small Claims Court, which is a division of the District Court. Small Claims rules and procedures are less formal than in other courts and court costs are lower. Many plaintiffs and defendants choose to represent themselves, although they may be represented by an attorney if they wish. A plaintiff filing suit must be at least 18 years old. If a plaintiff is younger than 18, another person at least 18 years old must file suit on plaintiff's behalf.

The Complaint form at Small Claims is usually not difficult to complete, and the clerks are helpful. Be sure to save and bring to court all related records such as receipts, leases, photographs, letters, etc., which may be useful in proving your case.

Landlord-Tenant Section of the District Court

5012 Rhode Island Avenue, Hyattsville, MD 20781

8:30 a.m. - 4:30 p.m., Monday - Friday

Tel. (301) 699-2789

Handles only tenant-landlord cases such as landlord's repossession of the premises (eviction) or an action of rent escrow brought by a tenant because of landlord's failure to correct serious housing conditions that threaten life, health, or safety.

Originally posted by Anonymous on Jun 13, 2014, last updated by dlawadmin on May 28, 2015

Get Help with this topic

- International Property Maintenance Code, 2000 Edition (<http://publiccodes.cyberregs.com/icod/ipmc/2000/index.htm>)

Other Organization Links

- Prince George's County Code (<http://lis.princegeorgescountymd.gov/>)
- Get a lawyer's advice (<http://www.peoples-law.org/directory?combine=&county=All&category=4663>)
- Information for Landlords (<http://www.courts.state.md.us/district/forms/civil/ten%20land.pdf>)

Source URL: <https://www.peoples-law.org/special-laws-rules-prince-george%E2%80%99s-county>

Links:

- [1] <https://www.peoples-law.org/special-laws-rules-prince-george%E2%80%99s-county>
- [2] <https://www.peoples-law.org/cat/housing>
- [3] <https://www.peoples-law.org/cat/housing/landlordtenant>