

**MODERATELY PRICED DWELLING UNIT  
ADDENDUM TO LEASE**

This MODERATELY PRICED DWELLING UNIT (MPDU) ADDENDUM TO LEASE (the “**MPDU Lease Addendum**”) is hereby incorporated into and hereafter is a part of the Lease by and between the Tenant and the Owner<sup>1</sup>, each as identified in the Lease, for rental unit # \_\_\_\_\_ (the “**Rental Unit**”) located at \_\_\_\_\_.

WHEREAS, the Rental Unit is a part of a rental housing project (the “**Project**”) that is governed by the Anne Arundel County Housing Attainability Act 72-24, adopted October 15, 2024 (the “**Act**”) which created a Moderately Priced Dwelling Unit (“**MPDU**”) program.

WHEREAS, Arundel Community Development Services, Inc. (“**ACDS**”) is delegated responsibility under the Act to ensure MPDU compliance; and

WHEREAS, as a condition of the Act, the Owner must restrict 15% of the units in the Project as MPDUs which shall be available only to households of limited income and must otherwise comply with the terms, requirements and restrictions set forth in the Act; and

WHEREAS, the Rental Unit is an MPDU and as a condition of renting the Rental Unit to the Tenant, Owner requires Tenant to comply with the terms of this MPDU Lease Addendum.

NOW, THEREFORE, it is hereby agreed and understood by the Tenant and the Owner that the following conditions apply to this Lease:

**1. Initial Income Certification.** At the time of application, the Tenant shall certify to the Owner, including documentation in support of such certification and in compliance with the MPDU income requirements, that the Tenant’s income does not exceed 75% of area median income adjusted for household size, as determined annually by ACDS (“**AMI**”).

**2. Annual Income Recertification.** Annually, the Tenant shall re-certify its income to the Owner, including documentation in support of such certification and in compliance with the MPDU income requirements. After the initial term of the lease, Tenant’s income may increase up to 120% of AMI adjusted for household size as determined annually by ACDS, and Tenant may remain in the Rental Unit. If the household is no longer eligible to remain in the Rental Unit due to income or household size, the Owner shall allow the Tenant the opportunity to remain in the Rental Unit as a reclassified market unit subject to payment of market rent. If the household declines the offer, the Owner shall issue the Tenant a 60-day notice to vacate the Rental Unit.

**3. Failure to Comply.** If Tenant fails to provide requested recertification information within 30 days, the Owner shall allow the Tenant the opportunity to remain in the Rental Unit as a

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<sup>1</sup> All references to Owner in this Addendum shall include the “Landlord” identified in the Lease, if other than the Owner, and legal agents of the Owner.

MPDU Lease Addendum

reclassified market unit subject to payment of market rent. If Tenant declines the offer, the Owner shall issue the Tenant a 60-day notice to vacate the Rental Unit for failing to submit the recertification form and required documentation.

4. **Lease Term.** The initial term of the Lease shall not be for a period of less than 1 year.

5. **Additional Tenant Conditions.** By executing this MPDU Lease Addendum, the Tenant certifies that the Rental Unit is the household's primary residence;

6. **Compliance Monitoring.** The Owner shall maintain all leases and income certifications and supporting documentation in connection with the Tenant and the Rental Unit in a form and manner acceptable to ACDS. ACDS shall have the right to review all information provided and maintained in accordance with this section.

It is understood and agreed that in the event of any inconsistency between the terms, conditions, and provisions of the Lease and this MPDU Lease Addendum, this MPDU Lease Addendum shall control and prevail over the inconsistent or conflicting term, condition or provision of the Lease.

By signing below, Owner and Tenant each acknowledge that they have read, understand, and agree to the foregoing.

TENANT:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

TENANT:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## **MARYLAND TENANTS' BILL OF RIGHTS** (Effective October 1, 2025)

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

Landlords must attach the latest version of this document to every residential lease. (Housing and Community Development Article of the Maryland Code, Sections 5-101 through 5-104 and Real Property Article of the Maryland Code, Section 8-208)

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

Additional information may be available through:

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

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

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

### **1. RENTAL APPLICATIONS**

#### **Application fees:**

- Landlords who rent five or more units can only keep a maximum of \$25 for an application fee, unless their actual application related costs (such as credit checks) are more than \$25.
- If a landlord charges more than \$25 but their costs were less than the amount charged, they must refund the portion of the application fee that was not used for application related costs.
- The refund must be made within 15 days of one of the following:
  - The tenant moved into the unit, or
  - The landlord or the applicant gives written notice that the applicant will not rent the unit.

#### **Application expenses:**

- Applicants may ask the Landlord for a list of the application expenses.

- The list must include monetary amounts and descriptions of each expense.

### **Tenant screening report:**

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

### **Pet policy:**

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

### **Assistance Animals:**

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

(Real Property Article of the Maryland Code, Sections 8-210, 8-213, and 8-218, 42 U.S.C. 3604)

## **2. LEASES & TENANCIES**

### **Written lease requirements:**

- A landlord who rents five or more units in Maryland is required to use a written lease.
- A landlord who rents four or fewer units in the state is not required to use a written lease. If the landlord does not use a written lease, tenancy is presumed to be 1 year from the tenant's first use of the unit.
- If your landlord gives you a written lease, it must include:
  - A statement of the condition of the property
  - An explanation of who is required to pay for heat, gas, electricity, water utilities and make repairs of the premises

MPDU Lease Addendum

- A receipt for your security deposit
- A copy of the most recent version of the Maryland Tenants' Bill of Rights
- Contact information for the landlord or the agent authorized to receive notices and service of process on the landlord's behalf (unless posted in a noticeable place on the property).
- Local jurisdictions may require additional information in leases.

**A lease may not include:**

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

**An automatic renewal term in a lease must:**

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

**Ending tenancy:**

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

**Ending your lease early due to abuse:**

- If you have experienced abuse, you can end your lease early by giving notice to your landlord. The notice must include
  - A copy of a final protective order or peace order issued by the courts, or
  - A copy of a report from a qualified third party like a doctor, psychologist, social worker, or an advocate from a domestic violence organization.
- After providing notice, you have up to 30 days to move out.
  - You are only responsible for the rent from the notice date until you move out, which may be less than 30 days.
  - If you move out in fewer than 30 days, you must give your landlord a signed, notarized, and written notification that you have moved out. The notification must be hand delivered or sent by first class mail.

- If you do not give your landlord this notice, you will be responsible for the rent for the full 30 days.

**If the lease ends and no one gives notice:**

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

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

### **3. RENT**

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

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

### **4. UTILITIES**

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

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

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

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

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

## 5. SECURITY DEPOSITS

### Maximum deposit:

- In most cases, a landlord may not require you to pay a security deposit higher than one month's rent.
- You may offer a larger security deposit if your rental application would be denied based on credit or rental history.
- Your security deposit may be up to two months' rent If:
  - You signed your lease before October 1, 2024 or
  - If you qualify for utility assistance from the Department of Human Services and lease agreement requires you to pay utilities directly to the landlord.

### What is a security deposit:

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

### Payment rules:

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

### Move-out inspection at end of tenancy:

- In the move-out inspection, the landlord inspects the unit for damage that may reduce your security damage.
- If you plan to move out and want the right to be present during the inspection, you must send your landlord a certified letter at least 15 days before leaving. The letter should:
  - Say that you plan to move,
  - Share your move-out date, and
  - Include your new address
- At the end of your tenancy, your landlord must give you a written list of any charges deducted from the security deposit and documents supporting the charges.
- They must return the rest of your deposit with interest within 45 days.

### Allowed deductions:

Charges a landlord may legally deduct your security deposit include:

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

**If the deposit is not returned on time:**

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

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

## **6. CONDITION OF RENTAL UNITS**

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

**Reporting a problem:**

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

**Mold-specific requirements:**

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

**Repair and Access:**

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

**If problems are not fixed:**

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

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

**Lead paint:**

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

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

**Living in your unit:**

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

## 7. EVICTIONS

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

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

### **Court process required:**

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

### **Your rights in court:**

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

### **Notice before eviction:**

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

### **Eviction requirements and stopping the eviction:**

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

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

## **8. CONSTRUCTIVE EVICTIONS**

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

### **When it applies:**

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

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

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

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

What landlords must do to avoid constructive eviction:

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

## **9. TENANT RIGHT OF FIRST REFUSAL**

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

### **When it applies:**

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

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

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

### **Notice process:**

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

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

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

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

## **10. PROHIBITED ACTS BY LANDLORDS**

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

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

Some local jurisdictions may provide additional anti-discrimination protections.

### **Retaliation:**

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

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

Retaliation may include actions such as:

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

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

### **Notice requirements before your landlord can enter your unit:**

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

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

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

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

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

## 11. RESOURCES

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

Website: [Office of Tenant and Landlord Affairs](http://dhcd.maryland.gov/Tenant-Landlord-Affairs) (dhcd.maryland.gov/Tenant-Landlord-Affairs)

Phone: 855-511-3423

Email: [otla.dhcd@maryland.gov](mailto:otla.dhcd@maryland.gov)

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

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

### **Maryland Commission on Civil Rights (MCCR)**

Website: [mccr.maryland.gov](http://mccr.maryland.gov)

MCCR investigates housing discrimination complaints.

### **Maryland Access to Counsel in Evictions (ACE) Program**

Contact Information: Call 211 or go to [Legal Help Maryland](http://LegalHelpMaryland.org) (LegalHelpMD.org)

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

### **Maryland District Court Self-Help Centers**

Contact Information and Hours varies by location:

Website: [District Court Help Centers](http://courts.state.md.us/helpcenter/inperson/dc) (courts.state.md.us/helpcenter/inperson/dc) If you are unable to go in person, call 410-260-1392 for assistance.

Services Provided:

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

The People's Law Library of Maryland

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

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

Services provided:

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

**MARYLAND TENANT’S BILL OF RIGHTS - ANNE ARUNDEL COUNTY ADDENDUM**  
Effective Date: July 1, 2025

This Addendum is in addition to the provisions of the Maryland Tenants’ Bill of Rights for residential leases in Anne Arundel County.

This Addendum summarizes certain rights of tenants and obligations of landlords under Anne Arundel County law, as of the effective date, however, it should not be considered a complete list of every tenant right or landlord obligation, and it is not intended to cover every detail, exception, or difference that may apply on a case-by-case basis.

1. Protected Classes. It is illegal under Anne Arundel County law to discriminate in housing on the basis of age, ancestry, citizenship, color, creed, disability, familial status, gender identity or expression, marital status, national origin, occupation, race, religion, sex, sexual orientation or source of income.

2. Licensing and Zoning Requirements.

(a) Anne Arundel County requires a Multiple Dwelling License (MDL) for all dwellings with two or more dwelling units, rooms, portions thereof, or apartments, including rooming housing, dormitories, apartments, hotels, motels, and bed and breakfast inns. The requirement for an MDL does not apply to dwellings with two dwelling units where one of the units is owner-occupied, accessory dwellings with one dwelling unit, roommate situations, or single family dwellings.

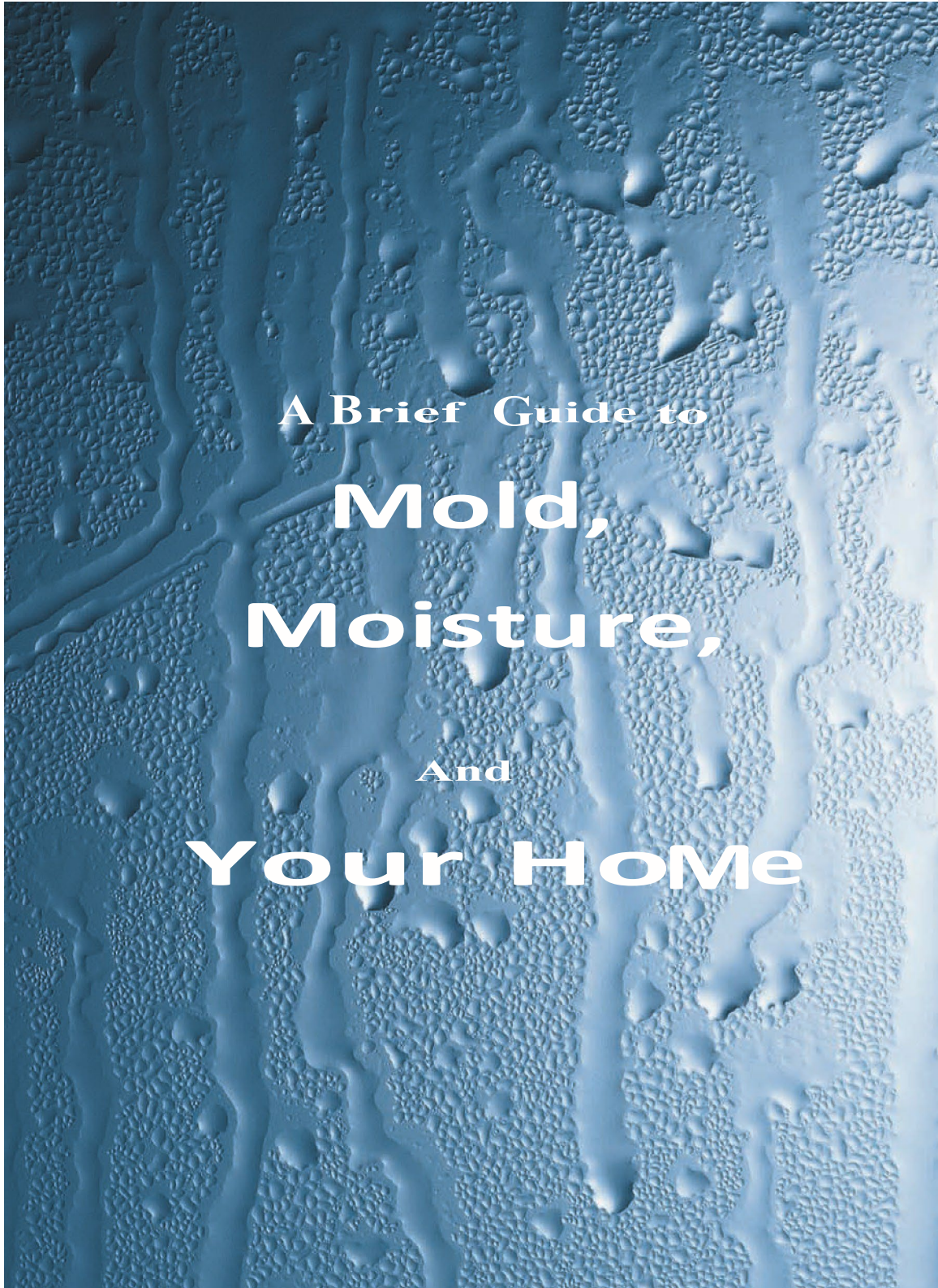
(b) All MDLs must be renewed every two years.

(c) All properties must be inspected and approved by the Anne Arundel County Department of Health and the Anne Arundel County Fire Marshall and must be compliant with the Maryland Department of the Environment Reduction of Lead Risk in Housing Law.

(d) If a property owner does not reside in Anne Arundel County, the owner must appoint a designated resident agent for receipt of notice of violations and service of process.

(e) All properties must have a Zoning Certificate of Use.

(f) Additional information on licensing and zoning requirements can be obtained by contacting the Anne Arundel County Zoning Enforcement Division at 410-222-7446



A Brief Guide to  
**Mold,  
Moisture,**  
And  
**Your Home**

*EPA 402-K-02-003  
(Reprinted 09/2012)*

**This Guide provides  
information and guidance  
for homeowners and  
renters on how to clean  
up residential mold  
problems and how to  
prevent mold growth.**

*U.S. Environmental Protection Agency  
Office of Air and Radiation  
Indoor Environments Division  
1200 Pennsylvania Avenue, N. W.  
Mailcode: 6609J  
Washington, DC 20460  
[www.epa.gov/iaq](http://www.epa.gov/iaq)*

# A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

<b>Contents</b>	<b>Page</b>
<b>Mold Basics</b>	
Why is mold growing in my home?	2
Can mold cause health problems?	2
How do I get rid of mold?	3
<b>Mold Cleanup</b>	
Who should do the cleanup?	4
<b>Mold Cleanup Guidelines</b>	6
<b>What to Wear When Cleaning Moldy Areas</b>	8
<b>How Do I Know When the Remediation     or Cleanup is Finished?</b>	9
<b>Moisture and Mold Prevention and Control Tips</b>	10
Actions that will help to reduce humidity	11
Actions that will help prevent condensation	12
Testing or sampling for mold	13
<b>Hidden Mold</b>	14
<b>Cleanup and Biocides</b>	15
<b>Additional Resources</b>	16



# Mold Basics

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

**W**hy is mold growing in my home? Molds are part of the



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.

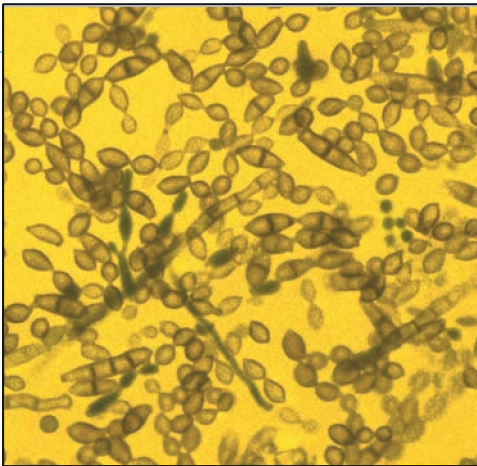
**can mold cause health problems?** Molds are usually not

a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

Inhaling or touching mold or mold spores may cause allergic reactions

in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold. Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

**How do I get rid of mold?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

*Magnified mold spores.*

# Mold

## CLEANUP



If you already have a mold problem – **ACT QUICKLY.**

Mold damages what it grows on. The longer it grows, the more damage it can cause.

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth

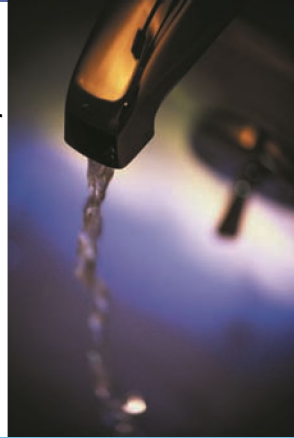
covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide:

*Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial buildings, this document is applicable to other building types. It is available on the Internet at: [www.epa.gov/mold](http://www.epa.gov/mold).

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit [www.epa.gov/iaq/pubs](http://www.epa.gov/iaq/pubs) to download a copy of the EPA guide.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

## MOLD CLEANUP OPPORTUNITIES

**Bathroom Tip** Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- **Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.**
- **Scrub mold off hard surfaces with detergent and water, and dry completely.**

*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*



*Mold growing on a piece of ceiling tile.*



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry

# What to Wear When CLEANING Moldy areas



*Mold growing on a suitcase stored in a humid basement.*

It is important  
to take  
precautions to  
**LIMIT  
YOUR  
EXPOSURE**

**to mold and  
mold spores.**

the surfaces before painting. Paint applied over moldy surfaces is likely to peel.

- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.
- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied

with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

- **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.
- **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



C  
*leaning while wearing N-95 respirator, gloves, and goggles.*

### ***How do I know when the remediation or cleanup is finished?***

- You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.
- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
  - You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
  - People should have been able to occupy or re-occupy the area without health complaints Or physical symptoms.
  - Ultimately, this is a judgment call; there is no easy answer.

# MOISTURE AND MOLD PREVENTION AND CONTROL TIPS

## Moisture Control is the Key to Mold Control



*Mold growing on the surface of a unit ventilator.*

- When water leaks or spills occur indoors – **ACT QUICKLY.** If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.



*Condensation on the inside of a window-pane*

■ Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

■ If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

**Actions that will help to reduce humidity:**

- Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- Use air conditioners and/or de-humidifiers when needed.
- Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

**Actions that will help prevent condensation:**

- Reduce the humidity (see preceding page).
- Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- Cover cold surfaces, such as cold water pipes, with insulation.
- Increase Air Temperature



*Mold growing on a wooden headboard in a room with high humidity.*

**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or

housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

**Testing or Sampling for Mold** Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.** Since no EPA or other federal limits have been set for mold or mold

spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

# hiddenMold



*Mold growing on the back side of wallpaper.*

**Suspicion of Hidden Mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside duct work, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating Hidden Mold Problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for

example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

*Water stain on a basement wall — locate and fix the source of the water promptly.*



## ADDITIONAL RESOURCES

For more information on mold related issues including mold cleanup and moisture control/condensation/ humidity issues, visit:

***[www.epa.gov/mold](http://www.epa.gov/mold)***



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: [www.epa.gov/mold](http://www.epa.gov/mold)*

## Notes

### Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.



Indoor Air Quality (IAQ)

**Arundel Community Development Services, Inc. Mold Pamphlet  
Acknowledgement**

I \_\_\_\_\_, tenant leasing \_\_\_\_\_,  
acknowledge that I have received the EPA's *A Brief Guide to Mold, Moisture and Your Home*.

WITNESS

Tenant:

\_\_\_\_\_

\_\_\_\_\_  
{Insert Tenant Name}, Tenant      Date