

# Baltimore Residential Lease

Created On The 18th Day Of May In The Year 2023

# § Premises 1611 Darley Avenue Baltimore, MD 21213 § Terms Start Date 2023-06-01 Start Date 2023-06-01 End Date 2024-05-31 One Time Pet Fee \$500.00 Rent Amount \$1,305.00 Move-In Fee \$0.00

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Rent Due On	first	Move-Out Fee	\$0.00
Monthly Parking	\$0.00	Late Rent Fee	\$25.00

#### § Lessees

Name		Name	
E-Mail		E-Mail	
Phone		Phone	
Address	1611 Darley Avenue Baltimore, MD 21213	Address	1611 Darley Ave Baltimore, MD 21213

Name		
E-Mail		
Phone		
Address	1611 Darley Ave Baltimore, MD 21213	

#### § Lessor

Name	
Email	_
Phone	
Emergencies	
Address	

## § Notice of Habitability

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the residence and common area and any notice of intent to terminate utility service, copies of which, if any, are listed below to this lease.

No known conditions affecting habitability.

#### § Notice of Foreclosure

I hereby acknowledge that Lessor has disclosed any foreclosure proceedings against the property or Lessor, copies of which, if any, are listed below.

No known foreclosure proceedings.

#### § Further Acknowledgement by Lessees

Lessee hereby acknowledges that on or before 06/09/2023, he/she/they received from Renovating Faith Real Estate LLC, in connection with the rental of the dwelling located at 1611 Darley Avenue, the following documents:

Enclosure (1) Maryland/Baltimore Landlord-Tenant Guide

Enclosure (2) Lead Paint Pamphlet

Enclosure (3) Landlord-Tenant Brochure

Enclosure (4) Lease Summary

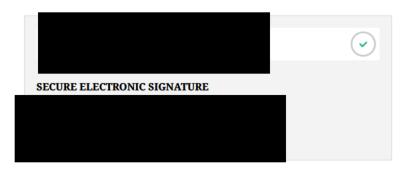
# § Signatures

#### Lessee Signatures





#### **Lessor Signature**



## § Clauses

#### 1. Jointly and Severally Liable

Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.

#### 2. Security Deposit

Lessee has deposited with Lessor, and received a receipt of payment which is incorporated into this lease, the sum set forth above as a security deposit to be held by the Lessor to secure the faithful performance by the Lessee of all the provisions contained in this lease. Within forty-five (45) days after the termination of this Lease, the Lessor shall return the security deposit to the Lessee. The Lessor shall return the security deposit with simple interest accrued at the daily U.S. Treasury yield curve rate for one (1) year, as of the first business day of each year, or 1.5%, whichever is greater. The security deposit shall be used to cover any portion of unpaid Rent, damages due to a breach of this Lease, or any damage to the Premises more than ordinary wear and tear caused by the Lessee, Lessee's family or Lessee's guests, due when this Lease is terminated. The security deposit shall not be treated as an advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

#### 3. Possession

Lessee shall be permitted to take possession of the Premises at the commencement of the lease. If Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the Premises at the commencement of the lease term.

#### 4. Condition of Premises

Lessee has examined the Premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider attached hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

#### 5. Limitation of Liability

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or Premises, or (c) acts or neglect of other tenants, occupants or others at the building.

#### 6. Lessee to Maintain

Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

#### 7. Use of Premises

The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission first being obtained from Lessor. If the Lessee has a documented disability recognized under federal, state, or local law that requires a service animal, Lessee shall inform Lessor in writing and request an accommodation. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

#### 8. Appliances

Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances. Lessor will supply Lessee functioning and properly maintained air conditioning at the Premises by either installing air conditioning unit(s) or by using a central air conditioning system. For repair and maintenance of air conditioning, except in emergency, Lessor will service or replace unit(s) or system between October and May of each year.

#### 9. Disturbance

Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 12:00 a.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

#### 10. Access to Premises

Lessee shall permit the Lessor access to the Premises at all reasonable times, upon receiving at least twentyfour (24) hours-notice, to inspect the Premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, to determine Lessor's compliance with the provisions of this Lease or to show the property to prospective buyer's or tenants. In the event of an emergency, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

#### 11. Sublet or Assignment

Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance. Any sublet or assignment without Lessor's approval shall be null and void, and shall be a breach of this Lease.

#### 12. Holding Over

If the Lessee remains in possession of the Premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, either seek (i) to evict the Lessee, or (ii) to consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

#### 13. Forcible Detainer

If Lessee defaults in the payment of rent or any part thereof, Lessor may bring an action of distress in the applicable District Court and may be awarded an order of levy on Lessee's nonexempt property for all monies due Lessor. If Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

#### 14. Liability for Rent

Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

#### 15. Binding Effect

If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission.

#### 16. Attorney's Fees

In the event of a lawsuit arising out of the this tenancy, the prevailing party, shall be awarded reasonable attorney's fees as provided for by court rules, statute or ordinance.

#### 17. Continuous Occupancy

Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of twenty-one days without notifying the Lessor of such vacancy seven days in advance. Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

#### 18. Remedies Cumulative

Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

#### 19. Fire or Casualty

If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

This lease was created using Avail landlord software.

#### 20. Security Gates or Bars

The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased Premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased Premises caused by the installation and/or removal or such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess Lessee from the Premises.

#### 21. Mechanic's Liens

Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

#### 22. Rules and Regulations

Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

#### 23. Subordination of Lease

This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

#### 24. Severability

If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

#### 25. Utilities

Lessee(s) shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including, if applicable, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, hot water, etc., as such charges become due and payable.

#### 26. Anti-Discrimination

The Premises is offered to Lessee in compliance with all federal, state, and local fair housing, equal opportunity, and anti-discrimination laws.

#### 27. Notice of Termination

If the Lessee intends to vacate the Premises at the end of the lease term, the Lessee must give at least 30 days written notice prior to the end of this lease, or prior to the date of intent to vacate. Further, the Lessee must give the landlord at least 72 hours notice before actually moving out. If the Lessor wants to end the lease, the Lessor must notify the Lessee in writing 60 days in advance of the end of the lease.

#### 28. Extended Absence

If the Premises will be unoccupied for more than twenty-one consecutive days, Lessee shall notify Lessor at least seven days in advance of such absence.

#### 29. Alterations & Improvements

Lessee shall not alter, add, improve, or paint any portion of the Premises without the express written consent of Lessor. Lessee shall not install, remove, or replace any fixtures, equipment, or appliances without the express written consent of Lessor. And last, Lessee may not modify any landscaping without the express written consent of Lessor.

#### 30. Modification

No modification, waiver, or amendment shall be made to this Lease, or any of its terms, without being written and signed by all parties.

#### 31. Safety Devices

Lessee agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, at Lessee's sole expense. Lessor warrants that any such safety devices are in proper working condition at the time Lessee takes possession. If any such device is defective, Lessee must notify Lessor in writing immediately. Lessee releases Lessor from any and all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device. Lessor has no obligation to install any safety devices or systems at the Building, except as required by governing law.

#### 32. Easement

Lessor retains an easement to display tasteful "For Sale," "For Rent," or similar signs in any Common Areas of the Premises, or on the exterior at any time within sixty days before the expiration of this Lease.

#### 33. Surrender Of Possession

Upon expiration or termination of this Lease, Lessee shall immediately vacate and surrender possession of the Premises in as good and clean order, and condition as the Premises was at the beginning of the Lease Term, reasonable wear and tear excepted. Lessee shall deliver all keys to Lessor or Lessor's agent within 24-hours of vacating the Premises.

#### 34. Heat and Cold and Hot Water

Lessor agrees to provide Lessee with heat and running cold and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or cold and hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof.

#### 35. Governing Law

This lease shall be governed by and construed in accordance with the laws of the State of Maryland, without regard for Maryland choice-of-law principles.

#### 36. Rent

Lessee shall pay to Lessor or Lessor's authorized agent, through Avail, Cashapp, VenMo, Zelle, cash or money order as hereafter changed by written notice to lessee, as rent for the Premises, Parking, or otherwise the sum as stated above. Rent is due and payable on the 1st day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

#### 37. Late Charges

Rent received by Lessor later than the 10th day after the due date, as specified in Paragraph 1 above, will incur a late charge of \$25.00 (which shall not exceed the state maximum of 5% of monthly rent). It is in the Lessor's sole discretion to waive the late charges.

# § Rules & Regulations

- 1. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 2. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any flammable fluids or materials which may be hazardous to life or property.
- 4. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.
- 5. Lessee shall not place any signs or advertisements on the windows or within the property or otherwise upon the Building, if such signs are visible from the street.
- 6. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
- 7. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- 8. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.
- 9. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally and Lessee must make every effort to report any malfunction.
- 10. \$10 per key will be charged to provide additional or replacement keys to the property.

- 11. If Lessee is locked out, Lessor will facilitate re-entry only during business hours at a minimal fee. If Lessee is locked-out during the weekend or at nighttime, it will be the Lessee's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by the Lessee.
- 12. Lessee should secure renter's insurance. Lessee assumes the risks of not having renters insurance. Lessor cannot be held responsible for any damage of the Lessee's personal property.
- 13. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.
- 14. The dwelling to be occupied by Lessee and members of Lessee's household have been designated as a smoke-free living environment. Lessee and members of Lessee's household shall not smoke anywhere in the dwelling, or in the building in which the dwelling is a part, or in any of the common areas or adjoining grounds of such building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 15. Notify Lessor promptly of any defects, leaks, infestation or breakage in the Premises, including Appliances and equipment, including damage by fire, storm, or flood.
- 16. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.
- 17. HVAC. Lessee(s) agree to change filter every month to ensure proper functioning of the equipment.
- 18. Permission is hereby granted to house pets at an additional one-time, non-refundable \$500.00 fee.

#### § Security Deposit

Your state (MD) may require that any security deposit collected be kept in a separate bank account from other assets and any rent that is collected. Information about that bank should be disclosed, as well. The bank information is as follows:

**JPMorgan Chase Bank** 2863 Smith Avenue Pikesville, MD 21209

#### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

#### Lead Warning Statement

This lead paint disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### **Lessor's Disclosure**

- 1. Presence of lead-based paint and/or lead-based paint hazards:
  - i. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2. Records and reports available to the lessor:
  - i. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment

- Lessee has received copies of all information listed above.
- Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.