

This BULLETIN debuts our new column, The Lawyer Is In! This column will rely on the legal expertise of PMA members to answer pertinent questions concerning the management and operation of multifamily residential and commercial properties. We are kicking it off with two questions about the termination and renewal of leases. John B. Raftery, Esq. with Offit Kurman is in, and here are his answers.

How Much Notice Is Required for Termination or Renewal of Leases?

Maryland: Generally in Maryland, 30 days is required. However, there are some exceptions, such as in Montgomery County where 60 days is required for multifamily residential properties. Landlords must give an entire rental cycle in order for the notice to be effective (unless the notice coincides with the expiration of the lease term itself; for instance, if the lease ends on April 15, the notice can specify April 15 as the end of the tenancy if served at least 30 days before April 15.) So, for example, if landlord issues a notice of non-renewal on March 15, the effective date of termination is April 30, because landlord must give a full 30-day rental cycle in a month in order for the notice to be effective.

Virginia: If the property is subject to the Residential Landlord/Tenant Act, then there must be at least a 30-day notice, but can be more if the lease requires. If the property is not subject to the act, then it is governed by the terms of the lease.

District of Columbia: The landlord does not enjoy the right to give a “no-cause” lease

termination in DC. When the lease expires, the tenant automatically converts to a month-to-month status at the same rent level, unless the rent has been properly increased. If the landlord wishes to raise rent, it must give tenant a 30-day notice of its intention to do so and that 30 days must be a full rental cycle (be aware of whether your property is covered by rent control rules). Tenants may give a 30-day notice to vacate coinciding with the end of their lease or when in month-to-month status, unless the lease specifies a longer notice.

Do Residents Need to Give You Notice of Non-Renewal and Are Those Provisions Enforceable?

This law is the same in all three jurisdictions. The tenant must give his notice of intention not to renew as required by the lease. For example, if the lease requires 60 days, then that governs. If there is no lease or if the tenant is on a month-to-month status, then the tenant must give landlord notice of intention to vacate that includes a full rental cycle.

A tenant’s written notice is enforceable. If the tenant fails to vacate on or before the date in the written notice, the landlord

may enforce the notice and sue to repossess the property.

If the lease requires that the tenant give notice of intention to vacate, and the tenant fails to give such notice and vacates at the end of the lease nonetheless, the tenant is liable for the rent for the duration of the required notice period or until the apartment is re-rented, whichever comes first. Be aware that certain leases have early termination options. Please read those options carefully—they are generally options enjoyed only by the tenant. The landlord cannot impose or charge a penalty upon a tenant if tenant vacates or is evicted prior to the end of the lease.

If you have legal questions that you would like answered, send them to olga@pma-dc.org.

The Lawyer Is In!



John Raftery

