

BRAC BIT #1

DATE: 22 July 2008

SUBJECT: Rental/Lease Agreements for Active Duty Military Personnel

POINT OF CONTACT: Kent Menser

DISCUSSION:

As you may be aware, our Howard County BRAC Task Force Family Support Committee is in the process of identifying significant issues that may be adversely affecting military families. One of the issues that has surfaced relates to the renting/leasing of houses in the State of Maryland. During the process of trying to close on the lease of a house, several families asked that a "military clause" be put in the contract in case they received orders to move before the lease was up. In a couple of cases, the Realtors/owners refused and the families went someplace else.

We followed up on this issue with the Fort Meade Office of Legal Assistance and we were informed that there is no need for a "military clause" in the contract, because Maryland Code covers the situation. Over the next several weeks, we will be working with FortMeadeand other appropriate agencies to get the word out on this situation. I have copied the code below for your information. Call me if you have any questions or if you have additional information on this subject for our constituents. Thanks, Kent

[Maryland Real Property Article, Sec. 8-212.1. Liability of military personnel receiving certain orders.](#)

[Notwithstanding any other provision of this title, if a person who is on active duty with the United States military enters into a residential lease of property and subsequently receives permanent change of station orders or temporary duty orders for a period in excess of 3 months, any liability of the person for rent under the lease may not exceed:](#)

- [\(1\) 30 days' rent after written notice and proof of the assignment is given to the landlord; and](#)
- [\(2\) The cost of repairing damage to the premises cause by an act or mission of the tenant.](#)

[\[1985 ch. 449; 1999, ch. 649.\]](#)

CORRECTION: On 21 July 2008 I sent out HC TF Memo 08-10. As a number of my friends pointed out, I made not one, not two, but three errors concerning DISA dates in the subject memo!

Corrected Dates:

Complete Construction: Feb 2011, not 2008

Complete Design: March 2009, not 2008

Relocation of the lab: December 2010, not January 2011