

# **“Understanding Lead Disclosure Forms”**

**(MD Course #054-2634-F)**



## **Dias Real Estate Academy**

**8222 Schultz Road, Suite #206**

**Clinton, Maryland 20735**

**contact@diatraining.net**

**www.diastraining.net**

**(240) 429-9842**

## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

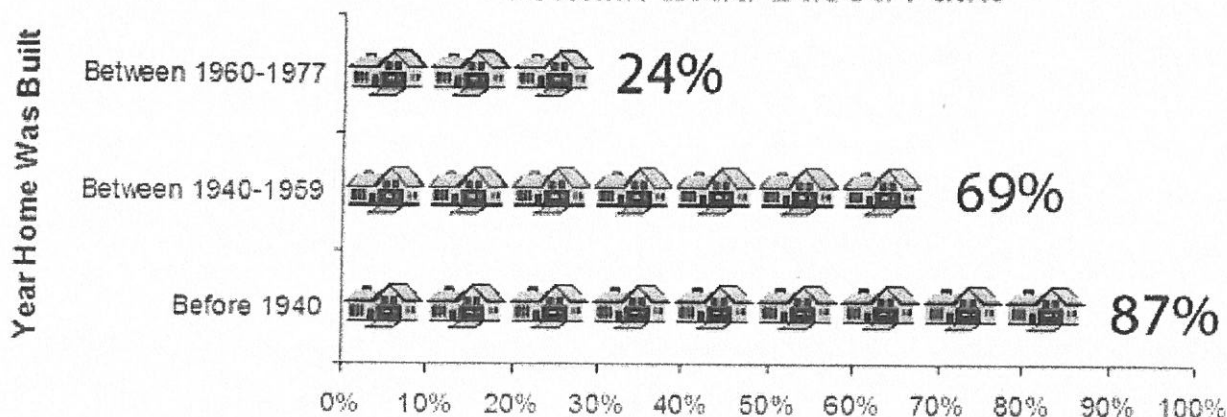
- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Older Homes are More Likely to Contain Lead-Based Paint



- Lead paint is still present in millions of homes, sometimes under layers of newer paint. If the paint is in good shape, the lead paint is usually not a problem. Deteriorating lead-based paint (peeling, chipping, chalking, cracking, damaged, or damp) is a hazard and needs immediate attention.
- It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:
  - Windows and window sills
  - Doors and door frames
  - Stairs, railings, banisters, and porches
- Be sure to keep all paint in excellent shape and clean up dust frequently. [Read about simple steps to protect your family from lead hazards \(PDF\)](#)
- Lead in household dust results from indoor sources such as deteriorating lead-based paint.
- Lead dust can also be tracked into the home from soil outside that is contaminated by deteriorated exterior lead-based paint and other lead sources, such as industrial pollution and past use of leaded gasoline. [Read more about lead dust.](#)
- Renovation, repair or painting activities can create toxic lead dust when painted surfaces are disturbed or demolished. [Learn more about hiring lead-safe certified contractors.](#)
- Pipes and solder — Lead is used in some water service lines and household plumbing materials. Lead can leach, or enter the water, as water flows through the plumbing. Lead pipes and lead solder were commonly used until 1986. [Read more about lead in drinking water.](#)



## MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: \_\_\_\_\_

**MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property \_\_\_\_/\_\_\_\_/\_\_\_\_ is or \_\_\_\_/\_\_\_\_/\_\_\_\_ is **not** registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) \_\_\_\_/\_\_\_\_/\_\_\_\_ has; or \_\_\_\_/\_\_\_\_/\_\_\_\_ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

\_\_\_\_\_  
\_\_\_\_\_  
If such event has occurred, Seller (*Seller to initial applicable line*) \_\_\_\_/\_\_\_\_/\_\_\_\_ will; OR \_\_\_\_/\_\_\_\_/\_\_\_\_ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

**ACKNOWLEDGEMENT:** Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_/\_\_\_\_/\_\_\_\_ (BUYER)

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_







**NOTICE TO OWNER  
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Owner acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Owner acknowledges the receipt of the following from Agent:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
  - a. The "EPA and HUD Real Estate Notification and Disclosure Rule" brochure; and
  - b. The EPA "Protect Your Family From Lead in Your Home" brochure.
2. Under Maryland Law (the Maryland Lead Poisoning Prevention Program)
  - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
  - b. The EPA "Protect Your Family From Lead in Your Home" brochure (the same brochure as 1.b).

Owner acknowledges that the Property may not be rented or occupied unless and until the items listed in 2 (a and b) above have been provided to any prospective tenant as well as the current verified inspection report applicable to the Property as issued by the Maryland Department of the Environment.

Owner understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Owner will read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ ("Property")  
Property Address

This recommended form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by members only.  
Previous Editions Of This Form Should Be Destroyed

PGCAR Form #501 Lead - Notice to Owner LBP and LBP Hazards 5/01

Phone:

Fax:

**NOTICE TO TENANT  
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following from Agent:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
  - a. The EPA "Protect Your Family From Lead in Your Home" brochure.
2. Under Maryland Law (the Maryland Lead Poisoning Prevention Program)
  - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
  - b. The EPA "Protect Your Family From Lead in Your Home" brochure (the same brochure as 1.a).

Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Tenant will read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Property Address ("Property")

This recommended form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by members only.  
Previous Editions Of This Form Should Be Destroyed.

PGCAR Form #503 Lead - Notice to Tenant LBP and LBP Hazards 5/01

Phone:

Fax:



### PROPERTY INSPECTIONS ADDENDUM

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale  
between Buyer \_\_\_\_\_  
and Seller \_\_\_\_\_  
for Property known as \_\_\_\_\_.

The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

**This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.**

#### **2. ITEMS TO BE INSPECTED:**

**A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: \_\_\_\_\_.

**B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

**C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Inspection(s) may include, but



Buyer \_\_\_\_\_/\_\_\_\_\_

Seller \_\_\_\_\_/\_\_\_\_\_





are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted: \_\_\_\_\_

+ **D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

+ **E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

+ **F. Lead-Based Paint Hazard Inspection:** Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

+ **G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for \_\_\_\_\_. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

**Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.**

**3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be



present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

**4. INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

**A. Waiver of Buyer's Right to Terminate Contract**

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

**B. Buyer's General Right to Terminate Contract**

**NOTICE:** THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.

Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: \_\_\_\_ / \_\_\_\_

Seller: \_\_\_\_ / \_\_\_\_

**C. Buyer's Specific Right to Terminate Contract**

**NOTICE:** This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in

Buyer \_\_\_\_ / \_\_\_\_

Seller \_\_\_\_ / \_\_\_\_







3. RESPONSE FROM SELLER TO BUYER (Check One):

- ☐ A. Seller Agrees to complete the Corrective Action as specified in Paragraph 2.C. (No response from Buyer is required.)

**OR**

- ☐ B. Seller will NOT complete any of the Corrective Action specified in Paragraph 2.C.

**OR**

- ☐ C. Seller agrees to complete SOME, but not all of the Corrective Action specified in Paragraph 2.C. The following is a list of unsatisfactory conditions that Seller WILL complete. (Attach additional pages if necessary.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Seller	Date
--------	------

Seller \_\_\_\_\_ Date \_\_\_\_\_

4. RESPONSE FROM BUYER TO SELLER. Buyer, having received Seller's written notice in Paragraph 3. that Seller either will NOT complete any of the Corrective Action (3.B.) or agrees to complete SOME of the Corrective Action as specified in Paragraph 3.C., gives written notice to Seller as follows (**Check One**):

- ☐ A. Buyer accepts Seller's response and waives the Corrective Action of any unsatisfactory conditions Seller will not complete.

**OR**

- ☐ B. Buyer terminates the Contract in accordance with the provisions of Paragraph 4.C. of the Property Inspections Addendum.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

---

Buyer \_\_\_\_\_ Date \_\_\_\_\_

***All other terms and conditions of the Contract of Sale remain in full force and effect.***





**Lead-Based Paint Testing Notice and/or Addendum/Release**  
(For use in Montgomery County, MD and the District of Columbia)

REGARDING the Contract dated the \_\_\_\_\_ on Lot \_\_\_\_\_, Block/Square \_\_\_\_\_, Unit \_\_\_\_\_ in the subdivision/condominium project known as \_\_\_\_\_, located at \_\_\_\_\_

\_\_\_\_\_ (Property)  
between \_\_\_\_\_ (Buyer)  
and \_\_\_\_\_ (Seller):

In the event this Notice becomes an Addendum, the provisions of this Addendum shall supersede anything to the contrary contained elsewhere in the Contract. To learn more about the potential effects of lead paint and remediation visit HUD's website at <http://www.hud.gov/offices/lead/index.cfm>.

The undersigned Buyer hereby provides a copy of the risk assessment report or inspection report which reveals conditions for which the Certified Inspector recommends corrective action and (must select either A or B):

- ☐ **A.** Agrees to remove the Lead-Based Paint Inspection Contingency in exchange for either 1 or 2:
- ☐ **1.** Seller's agreement to take the corrective action recommended in the attached report at Seller's expense prior to settlement by contracting with an individual certified by the Maryland Department of the Environment for Maryland properties or the DC Department of Health Lead Based Paint Program for District of Columbia properties, to conduct lead-based paint remediation work, and to provide Buyer written verification that the required corrective actions have been performed.
- OR**
- ☐ **2.** Seller's agreement to provide a credit towards Buyer's closing costs in the amount of \$ \_\_\_\_\_.

**It is the Buyer's responsibility to confirm with his lender, if applicable, that the entire credit provided for herein may be utilized.** If lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by lender. This credit shall be in addition to any other amount(s) Seller has agreed to pay under other provisions of this Contract.

Buyer understands that lead-based paint has the potential to cause serious health problems. Buyer acknowledges and agrees that in exchange for Seller providing a credit, **Buyer is solely responsible for any corrective actions involving lead-based paint, and assumes any associated health risks caused by lead-based paint in or around the Property.** Further, Buyer does hereby release, indemnify, hold harmless and forever discharge Seller, as owner of the Property and separately, the real estate broker, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that Buyer may now have, or at any time in the future may have, resulting from the presence of lead-based paint in, on or around the Property.

- ☐ **B.** Declares this Contract void (only if permitted by the Lead-Based Paint Inspection Contingency).

**The Lead-Based Paint Inspection Contingency provides that failure of any party to respond within 3 Days after Delivery of Notice requiring corrective action and/or a credit towards closing costs (as provided in paragraphs 1 and/or 2 above) will result in acceptance by both parties of the terms of the most recent Notice.**

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

the renter from negotiating with the lessor to allow time for an inspection before rental.

### **Where can I find a qualified professional to conduct an inspection?**

State agencies can provide helpful information for locating qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides the phone numbers of these state agencies. It is important to verify the qualifications of individuals and firms before hiring them.

### **Must inspectors be certified?**

Some cities and states have their own rules concerning inspector certification. These requirements, which may be administered at the state or federal level, may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

## **Liability**

### **Does this rule increase my liability for future lead poisoning on my property?**

In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

### **Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?**

Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

### **What if a seller or lessor fails to comply with these regulations?**

A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.



## ***Lead Poisoning Prevention Program***

### **Notice of Tenants' Rights**

#### **INTRODUCTION**

This Notice of Tenants' Rights explains your legal rights pursuant to the Maryland Reduction of Lead Risk in Housing Law, which went into effect on February 24, 1996. Under this law, property owners are required to address all potential lead-based paint hazards in rental properties constructed prior to 1978, register and annually renew registration of their properties with Maryland Department of the Environment's (MDE) Lead Poisoning Prevention Program, and provide tenants with lead educational materials. This Notice of Tenant's Rights also provides a detailed explanation of what property owners are required to do to comply with the law, how to inform your landlord that repairs need to be performed in your home, and steps you can take to enforce your legal rights if your landlord refuses to respond to your request.

**Please read this material carefully and call the Lead Hotline at 410-537-4199 or 800-776-2706 if you have any questions. (TTY Users 800-735-2258)**

#### **I HAVE JUST MOVED INTO A RENTAL DWELLING THAT WAS BUILT BEFORE 1978, WHAT DO I NEED TO KNOW?**

In order to be fully compliant with the law, your landlord is required to:

- 1) Give you the Notice of Tenant Rights, the EPA brochure, "Protect Your Family from Lead in Your Home," and a copy of the lead inspection certificate for the unit on or before the day you move in. The property owner may ask you to sign a statement acknowledging that you received these items.
- 2) Ensure that the property is currently registered with the Maryland Department of the Environment (MDE) and is required to pay a \$30.00 per property/unit registration fee.
- 3) Obtain a passing Full Risk Reduction certificate prior to you moving into the property.



#### **DOES MY RENTAL DWELLING UNIT HAVE TO BE INSPECTED BEFORE I MOVE IN?**

Yes. The property owner must have the unit inspected at the owner's expense. All inspections are required to be performed by an inspector accredited by MDE. If the house passes the inspection, the property owner will be given a Lead Paint Risk Reduction Inspection Certificate. This certificate will be on file at MDE. The owner is required to give you a copy of the inspection certificate when you



move in. If you wish to know the results of the inspection, ask your landlord or call the Lead Hotline at 410-537-4199, 1-800-776-2706, or TTY 800-735-2258.

---

### ARE THERE OTHER TIMES THAT THE PROPERTY OWNER MUST COMPLY WITH SPECIAL STANDARDS WHILE I LIVE HERE?

Yes. When a child under six or a pregnant woman has an elevated blood lead level (EBL) 10 µg/dl or more, the local health department will inform the property owner of the obligation to meet the **Modified Risk Reduction Standard**.



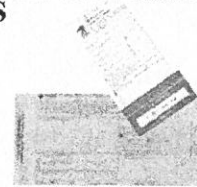
The Modified Risk Reduction Standard must also be met when the property owner receives a written Notice of Defect that there are structural defects and/or chipping, peeling, and flaking paint in your home. Chipping, peeling and flaking paint in pre-1978 constructed rental properties is presumed to contain lead, which can be dangerous to you and your children.

The property owner will have 30 days to satisfy the Modified Reduction Standard after receipt of a written Notice of Elevated Blood Lead Level or Notice of Defect.

---

### HOW DO I TELL THE PROPERTY OWNER ABOUT STRUCTURAL DEFECTS and/or THAT THERE IS CHIPPING, PEELING, AND FLAKING PAINT IN MY HOME?

You must send a notice to the property owner in writing. You may either write a letter or use a "Notice of Defect Form." A sample copy of the form is attached on page 5. When sending a notice, it is suggested to send it **Certified Mail, Return Receipt Requested** or **Hand Deliver** it to the property owner and obtain a signature evidencing receipt. This documentation is also useful when making a referral to MDE or your local housing department.



Once the property owner receives the notice, your property must satisfy the Modified Risk Reduction Standard within 30 days.

---

### HOW DOES AN OWNER MEET THE MODIFIED RISK REDUCTION STANDARD?

Within 30 days after the receipt of a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner provides for the temporary relocation of tenants to a lead free dwelling unit or another dwelling unit that has meet the full risk reduction standard;

OR

Within 30 days after the receipt of a Notice of Elevated Blood Lead Level or Notice of Defect, the property owner ensures that the property passes a test for lead contaminated dust and by performing certain lead hazard reduction treatments. The property owner must pay for those repairs and must use a contractors accredited by MDE to perform lead abatement work.



## SHOULD MY FAMILY STAY IN THE HOME WHILE REPAIRS ARE BEING MADE?

Nobody is permitted in the work area. Pregnant women and children under 6 years old are prohibited from being in the house while the lead hazard reduction treatments are being performed. If you are required to leave your house for more than 24 hours while treatments are performed, the property owner must pay for all your reasonable expenses directly related to your required relocation to temporary lead safe housing.

The property owner is also responsible for expenses related to the moving, storing, or cleaning of furniture, and possibly food costs for the family while work is being done in the home.

**You must allow the property owner to enter your home to do the treatments.**

The property owner is required to have the home inspected to verify the Modified Risk Reduction standard has been met. After all work is completed, an MDE accredited inspector must inspect the property to verify compliance with the Modified Risk Reduction standard.

---

## WHAT IF MY LANDLORD HAS NOT COMPLIED WITH THE LAW, OR HAS FAILED TO RESPOND TO MY NOTICE?



### 1. Make a Referral

If you have given your landlord a written Notice of Defect or Notice of EBL and no repairs have been completed, you can make a referral to Maryland Department of the Environment's Lead Poisoning Prevention Program by calling 1-800-776-2706 or 410-537-3825. When making a referral, please provide copies of the Notice of Defect or Notice of EBL, along with any verification of receipt you may have.



### 2. Rent Escrow

Rent Escrow is a legal process that requires you to file a Complaint for Rent Escrow in the District Court in the county in which you live. If the District Court grants your request for an escrow account, you will be required to pay your rent into the District Court's escrow account instead of to your landlord. This provides an incentive for your landlord to complete repairs in your home that threaten the life, health, or safety of you and your family. In order to have an escrow account established based on lead hazards, you only need to prove that your landlord is not in compliance with Maryland's Lead Laws.

An escrow account is only established after all facts have been presented to a judge in a judicial proceeding. Therefore, it is suggested that you seek the advice and representation of an attorney.

### 3. Rent Protection

In 2004, the Maryland General Assembly enacted legislation requiring landlords to confirm their compliance with Maryland's Lead Risk Reduction in Housing Law when filing for repossession of property based on a tenant's failure to pay rent. If the property to be repossessed was constructed prior to 1978, the landlord must state that they are currently registered with Maryland Department of the Environment and provide the certificate number for the inspection conducted for the current tenancy. Failure to provide this information may result in the dismissal of the landlord's complaint.

### 4. Retaliatory Eviction

It is unlawful for your landlord to evict you for complaining about dangerous conditions present in your home, including the presence of peeling, chipping, and flaking paint. The law protects tenants against eviction and illegal rent increases initiated after notification. It is presumed that any attempt to evict a tenant or to raise the rent, except for nonpayment of rent, within two months after compliance with the applicable risk reduction standard, is in retaliation for the tenant's notification of dangerous conditions, and shall be void. It is also against the law for the property owner to evict you because there is someone in your home found to have a high blood lead level.



---

If you have any questions about the Maryland Lead Law, visit:  
[www.mde.state.md.us/lead](http://www.mde.state.md.us/lead) or call the Lead Hotline at 410-537-4199 or toll-free at 1-800-776-2706, or TTY 1-800-735-2258.



**MARYLAND DEPARTMENT OF THE ENVIRONMENT**  
Land Management Administration • Lead Poisoning Prevention Program  
1800 Washington Boulevard, • Suite 630 • Baltimore, Maryland 21230-1719  
410-537-3825 • 800-633-6101 x3825 • [www.mde.state.md.us](http://www.mde.state.md.us)

---

**Notice of Defect/Notice of Elevated Blood Level**

Send this notice by certified mail, return receipt requested or hand-deliver this notice and get a signature from the property owner or the property owner's agent or manager.

To:

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Property Owner Address

\_\_\_\_\_  
City, State, Zip

From:

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

Property Subject To This Notice: \_\_\_\_\_

THIS IS TO NOTIFY YOU TO MEET THE MODIFIED RISK REDUCTION STANDARD AS REQUIRED BY § 6-819 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND BECAUSE:

\_\_\_ A child under the age of six years, or a pregnant woman, residing at the above address has been diagnosed with a blood lead level of 10 µg/dl or more on; **and/or**

\_\_\_ The following defects require your attention:

**The following areas contain peeling, chipping, flaking paint that is accessible to a child:**

___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

**The following areas contain structural defects:**

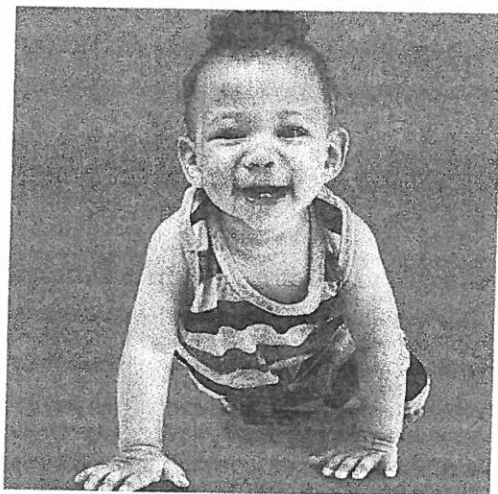
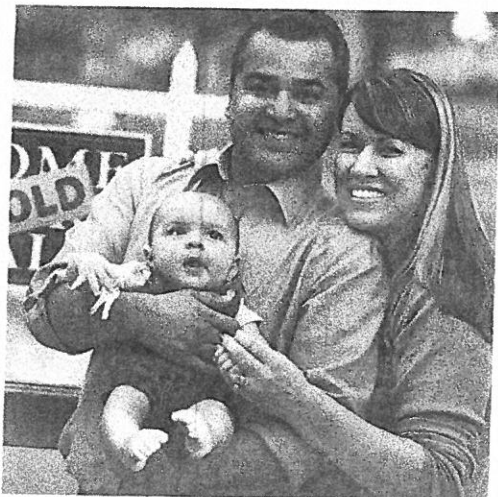
___ Living Room	___ Bathroom	___ Hallway	___ Door Frame
___ Dining Room	___ Front Porch	___ Stairway	___ Windows
___ Kitchen	___ Bedroom	___ Exterior Walls	___ Other _____

**Other Hazardous Conditions:**

\_\_\_\_\_  
PROPERTY OWNER / MANAGER SIGNATURE

I, \_\_\_\_\_ owner / manager of the above-noted property (circle one) hereby acknowledge receiving this Notice of Defect / EBL.

Signature \_\_\_\_\_ Date \_\_\_\_\_



---

# Protect Your Family From Lead in Your Home

---



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development





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

Property Address: \_\_\_\_\_

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER TO INITIAL APPLICABLE LINE): \_\_\_\_/\_\_\_\_ housing was constructed prior to 1978 OR \_\_\_\_/\_\_\_\_ date of construction is uncertain.

**FEDERAL LEAD WARNING STATEMENT:** A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

### Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):  
 (i) \_\_\_\_/\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (ii) \_\_\_\_/\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):  
 (i) \_\_\_\_/\_\_\_\_ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead- base paint and/or lead-based paint hazards in the housing (list documents below).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (ii) \_\_\_\_/\_\_\_\_ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's/Tenant's Acknowledgment (initial)

- (c) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
- (e) Buyer has (initial (i) or (ii) below):  
 (i) \_\_\_\_/\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 (ii) \_\_\_\_/\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

- (f) \_\_\_\_ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller's/Landlord's Agent \_\_\_\_\_ Date \_\_\_\_\_

Buyer's/Tenant's Agent \_\_\_\_\_ Date \_\_\_\_\_



---

## **EPA and HUD Real Estate Notification and Disclosure Rule Questions and Answers**

### **The Rule**

#### **What is the purpose of this rule and who is affected?**

To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

#### **When does the rule take effect?**

The rule's effective date depends on the number of housing units owned.

! For owners of more than 4 dwelling units, the effective date is September 6, 1996.

! For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

### **Affected Housing**

#### **What type of housing is affected by this rule?**

This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

#### **What type of housing is not affected by this rule?**

Housing that is not affected by this rule includes:

! 0-bedroom dwellings, such as lofts, efficiencies, and studios.

! Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.

! Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.

! Rental housing that has been inspected by a certified inspector and is found to be free of

lead-based paint.

### **How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?**

Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

### **Why doesn't this rule affect housing built after 1978?**

Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

### **Is my home unsafe if it contains lead-based paint?**

Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked.

## **Seller & Lessor Responsibilities**

### **What if I'm selling target housing?**

Property owners who sell target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.
- ! Give buyers the EPA pamphlet *Protect Your Family from Lead in Your Home*.
- ! Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.
- ! Give buyers a 10-day opportunity to test the housing for lead.

### **What if I'm renting target housing?**

Property owners who rent out target housing must:

- ! Disclose all known lead-based paint and lead-based paint hazards in the home and any available



reports on lead in the housing.

- ! Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- ! Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- ! Retain signed acknowledgments for 3 years, as proof of compliance.

**Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?**

No, but when tenants renew their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

**What if the buyers/renters don't speak English?**

In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

**Must I check my house for lead prior to sale?**

No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

**Is the seller required to remove any lead-based paint that is discovered during an inspection?**

No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

**What if I know there is lead-based paint in my home?**

If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

**What if the lessor knows that there is no lead-based paint in my rental**

## **housing?**

If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

## **Agent Responsibilities**

### **What are my responsibilities as an agent?**

Agents must ensure that:

- ! Sellers and landlords are made aware of their obligations under this rule.
- ! Sellers and landlords disclose the proper information to lessors, buyers, and tenants.
- ! Sellers give purchasers the opportunity to conduct an inspection.
- ! Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

### **What is the responsibility of an agent if the seller or landlord fails to comply with this rule?**

The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

## **Purchaser & Renter Rights**

### **As a purchaser, am I required to conduct and finance an inspection?**

No. The rule simply ensures that you have the opportunity to test for lead before purchase.

### **Can the inspection/risk assessment period be waived?**

Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

### **If I am renting, do I have the same opportunity to test for lead?**

Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents