

Radon Addendum & Disclosure

SM | Montgomery County, MD – Jul. 2023



Lessor Community: _____ c/o Southern Management Companies, LLC.

Lessee Resident Name(s): _____

Resident #: _____

Leased Premises Address: _____

Section 29-35E of the Montgomery County Code requires radon testing in certain multifamily and single-family rental housing, and disclosure and mitigation of radon hazards above a certain action level **(in excess of 4 pCi/L)**.

Applicability: This provision applies specifically to all ground-contact or basement units of multifamily dwelling unit.

Required Testing: Lessor must conduct a radon test before leasing a unit to a prospective tenant within three years before the date of the lease. The landlord is responsible for the cost of testing.

This addendum certifies that Lessee has received:

A copy of radon test results, indicating any concentration of radon is below the EPA's recommended action level. Also available on the Resident Portal. Initial(s) _____

The test was performed less than three years before the date of the lease.

A copy of the [EPA's pamphlet – A Citizen's Guide to Radon](https://www.epa.gov/sites/default/files/2016-12/documents/2016_a_citizens_guide_to_radon.pdf) can be viewed online via this electronic link, is also available on the Resident Portal. Initial(s) _____
https://www.epa.gov/sites/default/files/2016-12/documents/2016_a_citizens_guide_to_radon.pdf

Lessee has the right, at their expense, to conduct a test or hire a professional to do so. If the test results indicate that a radon hazard is present at a level of 4 pCi/L or higher, Lessee, within 14 days, must notify Lessor in writing and provide a copy of those test results. Lessor must perform a follow up test in accordance with EPA standards. Within 90 days after a confirmed test higher than 4 pCi/L, Lessor must mitigate the premises to reduce radon below the action level of 4 pCi/L and provide the Lessee with a final copy of third-party professional test results.

In the case of an existing Lessee with a positive reading in excess of 4 pCi/L, Lessee has right to terminate a lease if Lessor fails to mitigate in accordance with Chapter 29-35(f), without loss of security deposit or any other financial penalty. If exercising this option, Lessee must provide, in writing, to the Lessor a notice of the intent to terminate and vacate premises. The notice may be effective either immediately upon receipt by Lessor, or as agreed upon by both parties, to allow Lessee time to find alternative housing.

Lessee acknowledges they have read and understood their rights as stated and received copies of both a radon test less than three years old and the radon pamphlet or access to the link.

_____ Lessee:	Signature	_____ Date	_____ Lessee:	Signature	_____ Date
_____ Lessee:	Signature	_____ Date	_____ Lessee:	Signature	_____ Date
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