

MAINE STATE LEGISLATURE

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132nd MAINE LEGISLATURE

FIRST SPECIAL SESSION-2025

Legislative Document

No. 1927

H.P. 1288

House of Representatives, May 6, 2025

An Act to Protect Housing Quality by Enacting Mold Inspection, Notification and Remediation Requirements

Reference to the Committee on Housing and Economic Development suggested and ordered printed.

A handwritten signature in cursive script, reading "Robert B. Hunt".

ROBERT B. HUNT
Clerk

Presented by Representative KESSLER of South Portland.
Cosponsored by Senator LIBBY of Cumberland and
Representatives: MONTELL of Gardiner, SHAGOURY of Hallowell, WOODSOME of
Waterboro.

1 Be it enacted by the People of the State of Maine as follows:

2 Sec. 1. 14 MRSA §6021-B is enacted to read:

3 **§6021-B. Treatment of leaking, visible mold and dampness**

4 **1. Definitions.** As used in this section, unless the context otherwise indicates, the
5 following terms have the following meanings.

6 A. "Best practices" means mold assessment and remediation activities that are
7 consistent with practices established in the Mold Remediation in Schools and
8 Commercial Buildings guide published by the United States Environmental Protection
9 Agency.

10 B. "Common areas" means spaces that are not living spaces and that one or more
11 tenants have access to on a regular basis, such as entry points, access hallways and
12 stairwells, laundry rooms and storage areas.

13 C. "Dampness" means chronic moisture or humidity conditions favorable to the growth
14 of mold, bacteria or other biological organisms harmful to human health.

15 D. "Leaking event" means a water leak from flooding or a system or structural failure,
16 such as a failure of a roof, window, door, plumbing system, foundation or appliance.

17 E. "Local health officer" has the same meaning as in Title 22, section 411, subsection
18 9.

19 F. "Mold assessment professional" means an individual who possesses a mold
20 assessment certification from an entity accredited by a 3rd party that verifies an entity's
21 certificate program and is developed and operated in compliance with nationally
22 recognized standards.

23 G. "Mold remediation professional" means an individual who possesses a mold
24 remediation certification from an entity accredited by a 3rd party that verifies an
25 entity's certificate program and is developed and operated in compliance with
26 nationally recognized standards.

27 **2. Landlord duties.** A landlord has the following duties.

28 A. Upon written or oral notice of a leaking event in a dwelling unit or common area:

29 (1) The landlord or the landlord's agent shall, within 24 hours, inspect the unit or
30 common area and take all reasonable measures necessary to stop or reduce the
31 scope of the leaking; and

32 (2) Within 5 days, the landlord or the landlord's agent shall demonstrate reasonable
33 effort to repair the source of the leak and restore the area, including by removing
34 all porous building materials that have been wet for more than 48 hours.

35 B. For visible mold and dampness:

36 (1) Upon written or oral notice from a tenant that a dwelling unit or a common
37 area has visible mold or dampness, the landlord or the landlord's agent shall
38 conduct an inspection of the unit or common area for visible mold growth or
39 chronic moisture conditions within 5 days unless the tenant fails to provide access
40 to the dwelling unit as required by subsection 3. If, during the inspection, an area

1 of visible mold greater than 6 square feet is found, the landlord shall have the
2 property assessed by a mold assessment professional;

3 (2) Upon a determination that visible mold or dampness exists in a dwelling unit
4 or common areas, the landlord or the landlord's agent shall, within 10 days, create
5 a written repair, clean-up and restoration plan that is shared with the impacted
6 tenant or tenants;

7 (3) Prior to any mold clean-up or restoration activities, the landlord or the
8 landlord's agent shall repair the underlying leaking event or dampness problem;

9 (4) Areas of mold contamination less than or equal to 6 square feet may be
10 remediated by the landlord or the landlord's agent. All mold remediation work
11 must comply with this section; and

12 (5) Areas of mold contamination greater than 6 square feet must be remediated by
13 a mold remediation professional in compliance with this section.

14 C. A landlord may employ only a mold assessment professional or mold remediation
15 professional that carries valid liability insurance.

16 D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if
17 the unit, an adjacent unit or a common area is currently experiencing a leaking event
18 or has visible mold or dampness or if regular dehumidification is required to prevent
19 dampness. Upon request from a tenant or prospective tenant, a landlord shall disclose
20 the last date that the dwelling unit the landlord seeks to rent as well as adjacent units
21 and common areas were inspected for evidence of a leaking event and visible mold and
22 dampness and the results of those inspections.

23 E. A landlord may not offer for rent a dwelling unit if the landlord knows the dwelling
24 unit has a leaking event or has visible mold or dampness or has an adjacent unit or a
25 common area that has a leaking event or visible mold or dampness.

26 **3. Tenant duties. A tenant has the following duties.**

27 A. A tenant shall immediately notify a landlord or the landlord's agent when the tenant
28 knows or suspects a leaking event occurring in the tenant's dwelling unit or a common
29 area. Notification of a leaking event grants the landlord or the landlord's agent
30 emergency access to the dwelling unit or common area.

31 B. Upon receiving reasonable notice pursuant to section 6025, including reasons for
32 and the scope of the request for access to the premises, a tenant shall grant the landlord
33 of the tenant's dwelling unit, the landlord's agent or the landlord's mold assessment
34 professional or mold remediation professional and its employees access to the unit for
35 the purposes of inspection, repair and restoration of the area impacted by visible mold
36 or dampness.

37 C. If a mold assessment professional or mold remediation professional finds visible
38 mold or dampness in the dwelling unit or in an adjacent unit, the mold assessment
39 professional or mold remediation professional must be given additional access to the
40 tenant's personal belongings as determined reasonable by the mold assessment
41 professional or mold remediation professional.

42 D. Upon receiving reasonable notice pursuant to section 6025, a tenant shall comply
43 with reasonable measures to accommodate mold assessment and remediation activities

1 in the tenant's dwelling unit or in common areas and shall regularly practice reasonable
2 moisture control measures in the tenant's dwelling unit as set forth by the landlord or
3 the mold remediation professional.

4 **4. Remedies.** The following remedies are available for violations of this section.

5 A. The failure of a landlord to comply with the provisions of this section constitutes a
6 finding that the landlord has unreasonably failed under the circumstances to take
7 prompt, effective steps to repair or remedy a condition that endangers or materially
8 impairs the health or safety of a tenant pursuant to section 6021, subsection 3.

9 B. A landlord who fails to comply with the provisions of this section is liable for a
10 penalty of \$350 or actual damages, whichever is greater, plus reasonable attorney's
11 fees.

12 C. A landlord may commence an action pursuant to section 6030-A and obtain relief
13 against a tenant who fails to provide reasonable access or comply with reasonable
14 requests for inspection or repair or otherwise unreasonably fails to comply with
15 reasonable moisture control measures as set forth in this section. For the purposes of
16 section 6030-A and this section, if a court finds that a tenant has unreasonably failed
17 to comply with this section, the court may issue a temporary order or interim relief
18 pursuant to Title 5, section 4654 to carry out the provisions set forth in this section,
19 including but not limited to:

20 (1) Granting the landlord access to the dwelling unit for the purposes set forth in
21 this section;

22 (2) Granting the landlord the right to engage in inspection, leak repair, visible mold
23 and dampness assessment and mold remediation measures; and

24 (3) Requiring the tenant to comply with the specific moisture control measures or
25 assessing the tenant with costs and damages related to the tenant's unreasonable
26 noncompliance.

27 Unless there is an active leaking event, any order granting the landlord access to the
28 dwelling unit must be served upon the tenant at least 24 hours before the landlord enters
29 the dwelling unit.

30 D. In addition to the remedies permitted by this section, if the landlord fails to comply
31 with this section, the tenant or a group of tenants may exercise the tenants' rights
32 pursuant to section 6026 with respect to the tenants' units or common areas, except that
33 the maximum reasonable cost of compliance set forth in section 6026, subsection 2
34 does not apply.

35 E. In any action of forcible entry and detainer under section 6001, there is a rebuttable
36 presumption that the action was commenced in retaliation against the tenant if, within
37 6 months before the commencement of the action, the tenant asserted the tenant's rights
38 pursuant to this section. The rebuttable presumption of retaliation does not apply
39 unless the tenant asserted that tenant's rights pursuant to this section prior to being
40 served with the eviction notice. There is no presumption of retaliation if the action for
41 forcible entry and detainer is brought for failure to pay rent or for causing substantial
42 damage to the premises.

5. Additional enforcement mechanisms. In addition to the remedies provided in subsection 4 for violations of this section:

A. Municipal code enforcement officers, local health officers and municipal officers have the authority to require compliance with this section;

B. Upon receipt of a request for an inspection from an occupant of a dwelling unit, municipal code enforcement officers, local health officers or other designated representatives or agents of the municipality shall use their best efforts to schedule and complete an inspection at a time mutually satisfactory to the occupant and the inspecting official. The inspection must be conducted within one business day after the receipt of a request alleging the existence of a leaking event or within 5 business days after the receipt of a request alleging the existence of visible mold and dampness; and

C. The municipality shall maintain a record of all requests for inspection received under this subsection, which must include at a minimum:

(1) The name of the person requesting the inspection, if provided, which may be kept confidential by the municipality;

(2) The time and date of the request;

(3) The address of the residence;

(4) The nature of the alleged violation or violations;

(5) The date the inspection is conducted;

(6) A summary of the findings of the inspection; and

(7) A summary of actions taken, including any decision not to conduct an inspection because the person who made the request is not an occupant of the dwelling unit.