

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND EIGHTH LEGISLATURE

FIRST REGULAR SESSION

January 5, 1977 to July 25, 1977

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PUBLIC LAWS
OF THE
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- B. If the combined vote is 1,001 to 5,000, and the percentage of difference between the vote for the 2 candidates is more than 5%, ~~\$150~~ \$200;
- C. If the combined vote is 5,001 to 10,000, and the percentage of difference between the vote for the 2 candidates is more than 4%, ~~\$200~~ \$250;
- D. If the combined vote is 10,001 to 50,000, and the percentage of difference between the vote for the 2 candidates is more than 3%, ~~\$250~~ \$300;

Effective October 24, 1977

CHAPTER 401

AN ACT Defining the Rights and Responsibilities of Landlords and Tenants in Residential Property.

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

Sec. 1. 4 MRSA § 152, first sentence, as repealed and replaced by PL 1975, c. 770, § 11, is amended to read:

The District Court shall possess the civil jurisdiction exercised by all trial justices and municipal courts in the State on September 16, 1961, and in addition, original jurisdiction, concurrent with that of the Superior Court of all civil actions in which neither damages in excess of \$20,000 nor, except as herein provided, equitable relief is demanded, of proceedings under Title 14, sections 6651 to 6658 and of actions for divorce or annulment of marriage and of proceedings under Title 19 and original jurisdiction, concurrent with that of the probate court, of actions for separation, original jurisdiction, concurrent with that of the Superior Court, of actions to quiet title to real estate under Title 14, sections 6651 through 6658, and in such actions the District Court may grant equitable relief; and original jurisdiction, concurrent with that of the Superior Court, for breach of implied warranty and covenant of habitability under Title 14, section 6021, and in such actions the District Court may grant equitable relief; and original jurisdiction, concurrent with that of the Superior Court, of actions to quiet title to real estate under Title 36, section 946, and in such actions the District Court may grant equitable relief and of actions to foreclose mortgages under Title 14, chapter 713, subchapter VI.

Sec. 2. 14 MRSA § 6001, 3rd ¶, first sentence, as enacted by PL 1971, c. 322, § 1, is amended to read:

Where the tenant proves that within the past 6 months he has filed a complaint pursuant to section 6021 or that he has complained as an individual, or that a complaint has been made in his behalf, in good faith of conditions in or affecting his dwelling unit which may constitute a violation of a building, housing, sanitary or other code, ordinance, regulation or statute, presently or hereafter adopted, to a body charged with enforcement of such code,

ordinance, regulation or statute or such a body has filed a notice or complaint of such a violation, a presumption shall arise that the action of forcible entry and detainer was commenced in retaliation for such complaint or notice.

Sec. 3. 14 MRSA § 6010, as last amended by PL 1973, c. 633, § 21, is further amended by adding at the end the following:

In any action for sums due for rent, if the court finds that:

1. Notice of condition. The tenant, without unreasonable delay, gave to the landlord or to the person who customarily collects rent on behalf of the landlord written notice of a condition which rendered the rented premises unfit for human habitation;

2. Cause of condition. The condition was not caused by the tenant or another person acting under his control;

3. Failure to take steps. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; then the court shall deduct from the amount of rent due and owing the difference between the rental price and the fair value of the use and occupancy of the premises from the time of written notice, as provided in subsection 1, to the time when the condition is repaired or remedied. In determining the fair value of the use and occupancy of the premises, there shall be a rebuttable presumption that the rental price is the fair value of the rented premises free from any condition rendering it unfit for human habitation. Any agreement by a tenant to waive the rights or benefits provided by this section shall be void. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord; and

4. Rental payments current. The tenant is current in rental payments owing to the landlord at the time written notice was given.

Sec. 4. 14 MRSA § 6021, as enacted by PL 1971, c. 270, is repealed and the following enacted in its place:

§ 6021. Implied warranty and covenant of habitability

1. Definition. As used in this section, the term "dwelling unit" shall include mobile homes, apartments, buildings or other structures, including the common areas thereof, which are rented for human habitation.

2. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a dwelling unit, the landlord shall be deemed to covenant and warrant that the dwelling unit is fit for human habitation.

3. Complaints. If a condition exists in a dwelling unit which renders the dwelling unit unfit for human habitation, then a tenant may file a complaint against the landlord in the District Court or Superior Court. The complaint shall state that:

- A. A condition, which shall be described, endangers or materially impairs the health or safety of the tenants;
- B. The condition was not caused by the tenant or another person acting under his control;
- C. Written notice of the condition without unreasonable delay, was given to the landlord or to the person who customarily collects rent on behalf of the landlord;
- D. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and
- E. The tenant was current in rental payments owing to the landlord at the time written notice was given.

The notice requirement of paragraph C may be satisfied by actual notice to the person who customarily collects rents on behalf of the landlord.

4. Remedies. If the court finds that the allegations in the complaint are true, the landlord shall be deemed to have breached the warranty of fitness for human habitation established by this section, as of the date when actual notice of the condition was given to the landlord. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

- A. The court may issue appropriate injunctions ordering the landlord to repair all conditions which endanger or materially impair the health or safety of the tenant;
- B. The court may determine the fair value of the use and occupancy of the dwelling unit by the tenant from the date when the landlord received actual notice of the condition until such time as the condition is repaired, and further declared what, if any, moneys the tenant owes the landlord or what, if any, rebate the landlord owes the tenant for rent paid in excess of the value of use and occupancy. In making this determination, there shall be a rebuttable presumption that the rental amount equals the fair value of the dwelling unit free from any condition rendering it unfit for human habitation. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord.
- C. The court may authorize the tenant to temporarily vacate the dwelling unit if the unit must be vacant during necessary repairs. No use and occupation charge shall be incurred by a tenant until such time as the tenant resumes occupation of the dwelling unit.
- D. The court may enter such other orders as the court may deem necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation.

Upon the filing of a complaint under this section, the court shall enter such

temporary restraining orders as may be necessary to protect the health or well-being of tenants or of the public.

5. Waiver. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section shall be void.

Effective October 24, 1977

CHAPTER 402

AN ACT to Define and Regulate the Operation of Mopeds.

Emergency preamble. Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, this bill will affect or regulate the use of motorcycles and mopeds; and

Whereas, the spring and summer seasons are the periods of the year during which motorcycles and mopeds are most commonly used; and

Whereas, the intent is to implement this legislation to have its greatest affect at the time of year that motorcycles and mopeds are most commonly used; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of public peace, health and safety; now, therefore,

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

Sec. 1. 29 MRSA § 1, sub-§ 5-A is enacted to read:

5-A. Moped. "Moped" shall mean a motor driven cycle with 2 or 3 wheels that may have foot pedals to permit muscular propulsion, and has a power source to provide up to a maximum of 2 brake horsepower, a motor with a cylinder capacity not exceeding 50 cubic centimeters which will propel the vehicle unassisted at a speed not to exceed 30 miles per hour on a level road surface, and is equipped with a power drive system that functions directly or automatically only and which does not require clutching or shifting by the operator after the drive system is engaged.