# MAINE STATE LEGISLATURE

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## (EMERGENCY) FIRST SPECIAL SESSION

#### ONE HUNDRED AND FOURTH LEGISLATURE

#### **Legislative Document**

No. 1715

H. P. 1366

House of Representatives, January 6, 1970
The Committee on Judiciary suggested.

BERTHA W. JOHNSON, Clerk

Presented by Mr. Brennan of Portland.

#### STATE OF MAINE

### IN THE YEAR OF OUR LORD NINETEEN HUNDRED AND SEVENTY

#### AN ACT Relating to Leases of Buildings.

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

Whereas, it is critically important for the development of the State of Maine to attract investments in real estate and improvements on real estate; and

Whereas, the present provisions of section 6010 of Title 14 of the Revised Statutes constitute an impediment to normal real estate lease and financing transactions; and

Whereas, the following legislation is vitally necessary in order to promote the economy of the State of Maine; 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 the public peace, health and safety; now, therefore,

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

R. S., T. 14, § 6010, amended. Section 6010 of Title 14 of the Revised Statutes is amended to read as follows:

### § 6010. Sums due for rent and damages

Sums due for rent on leases under seal or otherwise and claims for damages to premises rented may be recovered in an action, specifying the items and

amount claimed, but no action shall be maintained for any sum or sums claimed to be due for rental or for any claim for damages for the breach of any of the conditions claimed to be broken on the part of the lessee, his legal representatives, assigns or tenant, contained in a lease or written agreement to hire or occupy any building, buildings or part of a building, during a period when such building, buildings or part of a building, which the lessee, his assigns, legal representatives or tenant may occupy or have a right to occupy, shall have been destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use or habitation No; provided that nothing herein shall render invalid or unenforceable an agreement contained in a lease of any building, buildings, or part of a building or in any written instrument shall be valid and binding upon the lessee, his legal representatives or assigns to pay the rental stipulated in said lease or agreement or any portion of such rental during a period when the building, buildings or part of a building described therein shall have been destroyed or damaged by fire or other unavoidable casualty so that the same shall be rendered unfit for use and or habitation, in whole or in part.