

MAINE STATE LEGISLATURE

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ONE HUNDRED AND FIFTH LEGISLATURE

Legislative Document

No. 356

H. P. 267

House of Representatives, January 26, 1971

Referred to Committee on Judiciary. Sent up for concurrence and ordered printed.

BERTHA W. JOHNSON, Clerk

Presented by Mrs. Brown of York.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
SEVENTY-ONE

**AN ACT to Provide an Implied Warranty and Covenant of Habitability
in Leases of Dwellings.**

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

R. S., T. 14, c. 710, additional. Title 14 of the Revised Statutes is amended by adding a new chapter 710, to read as follows:

CHAPTER 710

RENTAL PROPERTY

§ 6021. Implied warranty and covenant of habitability

In any written or oral lease or agreement for rental of a dwelling intended for human habitation, the landlord shall be deemed to covenant and warrant that such dwelling is fit for human habitation.

If the dwelling is not fit for human habitation, the tenant may in addition to pursuing any remedies which may otherwise exist, pursue or maintain the following actions or remedies:

1. Breach of contract. An action or proceeding for breach of contract or warranty, which action may include a prayer for rescission of the contract;
2. Rescission. Rescission of the contract.

“Dwelling,” as used in this section, means a structure or that part of a structure which is used for, or is intended for use as a home or residence by one person or by 2 or more persons maintaining a common household.

STATEMENT OF FACT

The intent of this provision is to provide implied warranty of habitability in connection with the leases of dwellings in order to give the tenant some further civil remedies in the situation where the property which he rents is not fit for human habitation. The proposed amendment would allow the tenant to bring an action for damages or rescission in a case where a rented dwelling is found not fit for human habitation.