

MAINE STATE LEGISLATURE

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ONE HUNDRED AND FIFTH LEGISLATURE

Legislative Document

No. 1674

H. P. 1273

House of Representatives, April 15, 1971

Reported by a Majority of the Committee on Judiciary and printed under
Joint Rules No. 18.

BERTHA W. JOHNSON, Clerk

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, rescind the rental con-
tract and recover a just proportion of the rent. Consequential damages may
not be awarded for the breach of the warranty of habitability. In order to
rescind the rental contract the tenant, members of his family, his guests or his
invitees must not have proximately caused the condition which makes the
premises unfit for human habitation.

Before the tenant may rescind the rental contract he must have given the
landlord written notice of the condition which makes the premises unfit for
human habitation within 7 days of the discovery of the condition. At the
time of notice the rent must be currently paid. If the landlord does not

repair the condition within 30 days after the receipt of notice from the tenant, the tenant may then rescind the contract at any time within the next 30 days.

The 7-day period within which the tenant must notify the landlord commences at the time the tenant, in the exercise of reasonable care, could have discovered the condition.