

MAINE STATE LEGISLATURE

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STATE OF MAINE
HOUSE OF REPRESENTATIVES
108TH LEGISLATURE
FIRST REGULAR SESSION

(Filing No. H-632)

COMMITTEE AMENDMENT "A" to H.P. 328, L.D. 419, Bill, "AN ACT to Specify the Grounds and Procedures Whereby a Residential Tenancy at Will may be Terminated."

Amend the Bill by striking out everything after the enacting clause and inserting in its place the following:

14 MRSA §6002, as last amended by PL 1971, c. 544, §§46-A and 47, is repealed and the following enacted in its place:

§6002. Tenancy at will

1. Termination; 30 days' notice. Except as provided in subsections 2, 3 and 4 tenancies at will must be terminated by either party by at least 30 days' notice in writing for that purpose given to the other party and not otherwise, except where the tenant, if liable to pay rent, shall not be in arrears at the expiration of the notice, in which case the 30 days' notice shall be made to expire upon a rent day. Either party may waive in writing the 30 days' notice at the time the notice is given, and at no other time prior to the giving of the notice. Such termination shall not be affected by the receipt of moneys, whether previously owed or for current use and occupation, until the date a writ of possession is issued against the tenant during the period of actual occupancy after receipt of the notice. When the tenancy is terminated, the tenant is liable to the process of forcible entry and detainer without further notice and without proof of any relation of landlord and tenant unless he has

paid, after service of the notice, rent that accrued after the termination of the tenancy. These provisions apply to tenancies of buildings erected on land of another party. Termination of the tenancy shall be deemed to occur at the expiration of the time fixed in the notice.

2. Causes for 7-day notice of termination of tenancy. Notwithstanding any other provisions of this chapter, if the tenant is 14 days or more in arrears in payment of his rent or if the landlord can show, by affirmative proof, that the tenant, the tenant's family or an invitee of the tenant has caused intentional and substantial damage to the demised premises, has caused or permitted a nuisance within the premises, or has violated or permitted a violation of the law regarding the tenancy, a tenancy at will may be terminated by the landlord by 7 days' notice in writing for that purpose given to the tenant. If a tenant, who is 14 days or more in arrears in payment of his rent, pays the full amount of rent due before the expiration of the 7 days' notice in writing, that notice shall be void.

3. Termination for cause in certain residential tenancies. Notwithstanding any other provisions of this chapter and except as provided in subsection 4, a landlord must have good and sufficient cause to terminate a residential tenancy at will, except for a tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord.

In addition to the causes set forth in subsection 2, only the following causes shall be deemed good and sufficient:

- A. The tenant, after receiving written notice to cease, has continued to violate any of the landlord's rules concerning the tenant's use and occupancy of the premises, which is enforceable as provided in subsection 5;
- B. The landlord has entered into a written agreement to rent the dwelling unit occupied by the tenant to a member of the landlord's immediate family. For the purposes of this paragraph, "immediate family" includes a landlord's child, parent, grandparent, grandchild, brother or sister and the spouse of such persons; or
- C. The landlord, in good faith, intends to remove the structure from the rental housing market for a period of 60 days or more.

A tenancy which is terminated for any of the causes described in this subsection must be terminated by the same notice as required under subsection 1.

4. Termination of other residential tenancies. A residential tenancy at will, except for a tenancy in a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord and except for a tenancy at will terminated for cause as provided in subsections 2 and 3, must be terminated by at least 120 days' notice in writing for that purpose given to the other party and not otherwise. Except for the amount of notice required, the provisions of subsection 1 shall apply to such notice.

5. Rules. A landlord may promulgate rules, however de-
scribed, concerning use and occupancy of the premises. Such a
rule is enforceable against a tenant only if:

< A. The purpose of the rule is to promote the convenience,
< safety or welfare of the tenants in the premises, to preserve
< the landlord's property from abusive use or to make a fair
< distribution of services, facilities and common areas held
< out for the use of the tenants generally;

< B. The rule is reasonably related to the purpose for which
< it was adopted;

< C. The rule applies to all or other tenants in an equit-
< able manner;

< D. The rule is sufficiently explicit in its prohibition,
< direction or limitation to fairly inform the tenant of his
< obligation to comply;

< E. The landlord did not promulgate the rule for the pur-
< pose of evading any obligation; and

< F. The tenant received written notice of the rule at the
< time he entered into the rental agreement. A rule or regu-
< lation may not be adopted or amended after a tenant has
< entered into a rental agreement without written notice to
< the tenant.'

STATEMENT OF FACT

The amendment makes the following substantive changes in the bill.

It would allow a 7-days' notice of eviction in cases where the tenant is 14 days in arrears on rent, rather than 30 days as in the present law. However, such a notice would be voided if the tenant paid the amount due before the expiration of the 7 days.

It exempts from the requirement of showing good cause in order to evict those tenancies which are in/^abuilding of 5 units or less, one of which is occupied by the landlord. It adds a provision for evictions without cause from residential tenancies on 120 days' notice, again with an exemption for owner-occupied buildings of 5 or fewer units.

The amendment strikes/^{out}the provision making the Unfair Trade Practice Act applicable and the provision relating to the warranty of habitability.

It also generally clarifies the wording of the bill.

Reported by the Minority of the Committee on Judiciary.

Reproduced and distributed under the direction of the Clerk of the House.
6/15/77

(Filing No. H-632)