

# MAINE STATE LEGISLATURE

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ONE HUNDRED AND EIGHTH LEGISLATURE

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Legislative Document

No. 419

H. P. 328

House of Representatives, February 10, 1977

On motion of Mr. Spencer of Standish, referred to the Committee on Judiciary. Sent up for concurrence and ordered printed.

EDWIN H. PERT, Clerk

Presented by Mr. Hughes of Auburn.

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STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SEVENTY-SEVEN

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**AN ACT to Specify the Grounds and Procedures Whereby a Residential  
Tenancy at Will may be Terminated.**

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

**14 MRSA § 6002**, as last amended by PL 1971, c. 544, §§ 46-A and 47, is repealed and the following enacted in its place: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

1. **Termination; 30 days' notice.** Tenancies at will must be terminated by either party by 30 days' notice, except as provided in subsection 2, in writing for that purpose given to the other party, and not otherwise, excepting cases 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, provided that 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, in the event that the landlord can show,

by affirmative proof, that the tenant, the tenant's family or invitee of the tenant has caused intentional and substantial damage to the demised premises, has caused or permitted a nuisance within said premises, or has violated or permitted a violation of the law regarding said tenancy, or when the tenant is 30 days or more in arrears in payment of his rent, the tenancy may be terminated by the landlord by 7 days' notice in writing for that purpose given to the tenant.

3. Causes for termination of residential tenancy. Notwithstanding any other provisions of this chapter, a landlord, other than a landlord occupying a dwelling unit which is part of a structure leased within this State which contains no more than 3 dwelling units, must have good and sufficient cause to terminate a residential tenancy. In addition to the causes listed in subsection 2 of this section, only the following causes shall be deemed good and sufficient:

A. The tenant has continued after written notice to cease, substantially to violate or breach any of the landlord's enforceable rules or regulations governing the premises as established by the landlord in the rental agreement at the inception of the tenancy or as amended subsequently, provided said regulations apply to all tenants in a fair manner. Nothing in this section shall be construed to permit a landlord to vary the terms of a written or oral rental agreement without the express written consent of the tenant.

B. The landlord has entered into a formal agreement to rent the presently demised rental unit to a member of his immediate family.

C. The landlord in good faith intends to retire the building from the rental housing market.

Prior to the institution of an action for possession of a residential rental unit covered by this subsection, a landlord shall be required to terminate the tenancy in said unit in the manner provided in subsection 1.

4. Rules and regulations.

A. A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:

(1) Its purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally;

(2) It is reasonably related to the purpose for which it is adopted;

(3) It applies to all tenants in the premises in a fair manner;

(4) It is sufficiently explicit in its prohibition, direction or limitation to fairly inform the tenant of its intention to comply;

(5) It is not for the purpose of evading the obligations of the landlord;  
and

(6) The tenant has notice of it at the time he enters into the rental agreement.

B. No rule or regulation adopted after the tenant enters into the rental agreement shall be valid unless the tenant consents to it in writing. Such consent shall not be unreasonably withheld.

5. Landlord's breach of warranty of habitability to bar judgment of possession. No judgment of possession shall be entered if the tenant proves that at the time the action was filed the dwelling unit was not fit for human habitation and that this condition was not caused by the tenant or other person acting under his control. Evidence that conditions in the unit violate any law, ordinance or governmental regulation concerning fitness for occupancy, or construction, maintenance, operation, occupancy use or appearance of dwelling unit shall be prima facie proof that the dwelling unit was not fit for human habitation.

6. A violation of any provision of this section shall constitute a violation of Title 5, chapter 10, Unfair Trade Practices Act.

#### STATEMENT OF FACT

This bill will establish the grounds and procedures by which a landlord may evict a residential tenant who does not have a written lease. Buildings containing no more than 3 dwelling units, one of which serves as the principal residence of the landlord, will not be covered by the provisions of this Act. The purpose of this bill is to modernize and revise the law governing the termination of residential tenancies at will.