

# MAINE STATE LEGISLATURE

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ONE HUNDRED AND EIGHTH LEGISLATURE

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Legislative Document

No. 1630

H. P. 1421

House of Representatives, April 14, 1977

Referred to 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 for which a Forcible Entry and Detainer  
Process may be Brought.**

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

**Sec. 1.** 14 MRSA § 6002, 1st ¶, 1st sentence, as amended by PL 1971, c. 322, § 2, is further amended to read:

Tenancies at will must be terminated by either party by 30 days' notice, except as provided in ~~subsection~~ **subsections 1 and 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 said 30 days' notice at the time said notice is given, and at no other time prior to the giving of such notice.

**Sec. 2.** 14 MRSA § 6002, sub-§§ 2 - 5 are enacted to read:

**2. Causes for termination of 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, shall have good and sufficient cause to terminate a tenancy. In addition to the causes listed in subsection 1, only the following causes shall be deemed good and sufficient:

**A.** The tenant, after written notice to cease, has continued to substantially 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 the

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; or

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

3. Rules and regulations. 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:

A. 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;

B. It is reasonably related to the purpose for which it is adopted;

C. It applies to all tenants in the premises in a fair manner;

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

E. It is not for the purpose of evading the obligations of the landlord; and

F. The tenant has notice of it at the time he enters into the rental agreement.

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.

4. 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.

5. Violation. A violation of this section shall constitute a violation of Title 5, chapter 10, Unfair Trade Practices Laws.

#### STATEMENT OF FACT

This bill would clarify the law pertaining to forcible entry and detainer process by specifying the grounds in which the process may be maintained concerning tenancies at will.