

MAINE STATE LEGISLATURE

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

(Filing No. H-534)

HOUSE AMENDMENT "B" to H.P. 1641, L.D. 1843, Bill, "AN ACT
Defining the Rights and Responsibilities of Landlords and Tenants
in Residential Property."

Amend the bill in section 2 by striking out in the first
sentence of subsection 1 the following underlined words "actual
notice" and inserting in their place the following: 'written
notice'

Further amend the bill in section 2 by striking out all of sub-
section 3 and inserting in its place the following:

3. Failure to take steps. The landlord failed to take ^{effective} prompt steps
to repair or remedy the condition; then the court shall deduct from
the amount of rent due and owing the landlord the difference
between the rental price and the fair value of the use and occupancy
of the premises from the time of written notice, as provided in sub-
section 1 to the time when the condition is repaired or remedied.
The tenant shall pay the difference so determined to the court, which
shall hold that difference in escrow to be used to pay for the cost
steps necessary to repair or remedy the condition so that the rented
premises are fit for human habitation. Any portion of the rebate
funds held in escrow which remain after the cost of repair or remedy
has been paid shall be paid over to the tenant. In determining the
fair value of the use and occupancy of the premises, there shall be
a rebuttable presumption that the rental price is the fair value
of the rented premises free from any condition rendering it unfit

for human habitation. Any agreement by a tenant to waive the rights or benefits provided by this section shall be void. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord.'

Further amend the bill in section 3 in that part designated "§6021." subsection 3 by striking out at the beginning of paragraph C the following: "Actual notice" and inserting in its place the following: 'Written notice'

Further amend the bill in section 3 in that part designated "§6021." subsection 3 by striking out in the 2nd sentence of paragraph D the following: "actual notice" and inserting in its place the following: 'written notice'

Further amend the bill in section 3 in that part designated "§6021." subsection 4, paragraph B, ^{by striking out all of the} first sentence and inserting in its place the following:

'The court may determine the fair value of the use and occupancy of the dwelling unit by the tenant from the date when the landlord received written notice of the condition until such time as the condition is repaired, and further declared what, if any, moneys the tenant owes the landlord or what, if any, rebate the landlord owes for rent paid in excess of the value of use and occupancy.'

Further amend the bill in section 3 in that part designated "\$6021." subsection 4, by inserting after paragraph B the following new paragraph:

'Any rebate which the court determines the landlord owes shall be paid over to the court to be held in escrow and applied to the cost of steps necessary to repair or remedy the condition so that the rented premises are fit for human habitation. Any portion of the rebate funds held in escrow which remain after the cost of repair or remedy has been paid shall be paid over to the tenant.'

Statement of Fact

This amendment requires that the tenant give the landlord written notice of a condition rendering rented premises unfit for habitation; this written notice requirement will stop court wrangles over whether or not actual notice was given.

The amendment also requires that any difference between the regular rent paid to the landlord and the fair value of the use and occupancy of premises unfit for human habitation shall be paid over to the court by the tenant to be used to pay the cost of necessary repairs or remedies which will make the premises fit for human habitation. Any funds remaining in the escrow account after the cost of necessary repairs or remedies has been paid will be paid over by the court to the tenant.

Filed by Mrs. Berube of Lewiston.

Reproduced and distributed under the direction of the Clerk of the House.
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