

# MAINE STATE LEGISLATURE

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FIRST REGULAR SESSION

ONE HUNDRED AND TENTH LEGISLATURE

Legislative Document

No. 331

H. P. 278

House of Representatives, January 20, 1981

Referred to the Committee on Judiciary. Sent up for concurrence and ordered printed.

EDWIN H. PERT, Clerk

Presented by Representative Rolde of York.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED AND EIGHTY-ONE

AN ACT to Define Eviction Procedures During the Winter Months.

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

14 MRSA § 6002-A is enacted to read:

§ 6002-A. Winter evictions

No order to vacate arising from a forcible entry and detainer action may be executed from December 1st through March 31st of each year unless the court finds that the landlord has good cause for seeking termination of the tenancy. For purposes of this subsection, good cause includes any of the following:

1. Nonpayment of rent. The tenant has failed to pay the rent to which the owner is entitled pursuant to an oral or written rental agreement;

2. Nuisance or damage. The tenant is committing or permitting to exist a nuisance and waste in, or is causing substantial damage to, the premises or is substantially interfering with the comfort, safety or enjoyment of the owner or other occupants of the same or adjoining premises;

3. Criminal activity. The tenant has been convicted of using the premises, or permitting the premises to be used, for the commission of a crime or is engaging in any illegal activity which may subject the owner to possible prosecution, fine, forfeiture or other penalty;

4. **Violation of lease.** The tenant has violated a substantial obligation or covenant of his tenancy or lease other than the obligation to surrender possession upon proper notice and has failed to cure that violation within a reasonable time after receiving written notice thereof from the owner;

5. **Failure to renew.** The tenant occupying the premises pursuant to a written lease or rental agreement the term of which has expired, has refused, after written request by the owner, to execute a written extension or renewal thereof for a further term of like duration;

6. **Refusal of access for repairs.** The tenant has, after reasonable notice, refused the owner access to the unit at reasonable times for the purpose of making necessary repairs or improvements required by law;

7. **Refusal of access for viewing.** The tenant has, after reasonable notice, refused the owner access at reasonable times for inspections required by law or for the purpose of showing the premises to a prospective purchaser or mortgagee;

8. **Unapproved subtenant.** The person occupying the premises at the end of a lease term is a subtenant not approved by the owner;

9. **Priority occupancy.** The owner seeks to recover possession in good faith for use and occupancy by himself or his children, parents, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law and the term of any written lease or rental agreement has expired; or

10. **Removed from housing market.** The owner seeks to recover possession in good faith to demolish the premises or otherwise remove the premises from rental housing use for not less than 90 days and has made specific plans and commitments to do so, and the term of any written lease or rental agreement has expired.

#### STATEMENT OF FACT

Current law permits a landlord to evict a tenant after 30 days notice with or without good cause. This bill would define standards for an eviction of a tenant during the winter months from December 1st through March 31st.

Good cause for the eviction is defined as follows:

1. Failure to pay rent due;
2. Commission of a nuisance or damage;
3. Commission of a crime on premises;
4. Violation of a substantial obligation of the lease;
5. Failure to agree to a lease extension;
6. Refusing reasonable access to a landlord for purposes of repairs;

7. Refusing reasonable access to a landlord for purposes of inspection;
8. Occupancy of the dwelling by a subtenant at the end of the lease period;
9. Landlord seeks possession of the dwelling for himself or family members;  
and
10. Landlord seeks to remove the dwelling from the housing market.

A landlord would not be prohibited from evicting a tenant without cause during any other time of the year.