

# MAINE STATE LEGISLATURE

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FIRST REGULAR SESSION

ONE HUNDRED AND TENTH LEGISLATURE

Legislative Document

No. 829

H. P. 726

House of Representatives, February 13, 1981

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

EDWIN H. PERT, Clerk

Presented by Representative Telow of Lewiston.

STATE OF MAINE

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

AN ACT Relating to Security Deposit Notices.

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

14 MRSA § 6034, sub-§ 1, as enacted by PL 1977, c. 359, is repealed and the following enacted in its place:

1. Notice to landlord of intention to bring suit; presumption or failure to return deposit. Should the landlord fail to return the security deposit and provide the itemized statement within the time periods in section 6033, the tenant shall give notice to the landlord of his intention to bring a legal action, in writing, no less than 7 days prior to commencing the action, provided that within the 7-day period after receiving written notice the landlord failed to provide the tenant with a written statement. If the landlord fails to return the entire security deposit, or reason for retention, within 7 days from receipt of the written notice from the tenant, it is presumed that the landlord is willfully and wrongly retaining the security deposit.

STATEMENT OF FACT

Many landlords are presumed to know the law, but most do not. Many landlords have suffered loss of rent and damages totaling hundreds of dollars yet "forget" to send to the tenant a letter detailing that the \$50 security deposit was retained

for the \$500 of rental arrearages and the additional \$500 in damages, assuming that the tenant would not play "games" with the law. This law gives a landlord a 2nd chance to itemize damages for the tenant.