

MAINE STATE LEGISLATURE

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FIRST REGULAR SESSION

ONE HUNDRED AND TENTH LEGISLATURE

Legislative Document

No. 857

H. P. 725

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 Berube of Lewiston.

STATE OF MAINE

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

AN ACT Relating to Rental Property.

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

Sec. 1. 14 MRSA § 6021, sub-§ 4, as amended by PL 1977, c. 696, § 164, is further amended by adding after the first sentence a new sentence to read:

In making a determination of whether the condition endangers or materially impairs the health or safety of the tenants, the court shall consider the following factors: The condition; whether the tenants voluntarily chose to remain in the rental unit without regard for their health or safety; the efforts of the tenants to find a more suitable rental unit; and the time element between the date of the alleged written complaint to the landlord and the date of the first hearing.

Sec. 2. 14 MRSA § 6021, sub-§ 4, ¶A, as enacted by PL 1977, c. 401, § 4, is amended to read:

A. The court shall determine whether all rentals due and owing by the tenant since the date of the written notice have been paid into an escrow account with the court, and if so, may issue appropriate injunctions ordering the landlord to repair all conditions which endanger or materially impair the health or safety of the tenant, if not previously repaired by the landlord.

Sec. 3. 14 MRSA § 6021, sub-§ 4, ¶C, as enacted by PL 1977, c. 401, § 4, is amended by adding at the end a new sentence to read:

The court shall not surcharge the landlord for alternate tenant housing during the period of necessary repairs.

Sec. 4. 14 MRSA § 6021, sub-§ 4, ¶ D, first paragraph, last sentence, as enacted by PL 1977, c. 401, § 4, is amended to read:

The court ~~may~~ shall not award consequential or punitive damages for breach of the warranty of fitness for human habitation.

STATEMENT OF FACT

The law on implied warranties and covenants of habitabilities has been in existence for at least 10 years, but due to the complications and vagueness has become unworkable. The problem has been one of definitions. What is a condition which materially endangers or impairs the health or safety of the tenants? These conditions, in the few recent cases, have included a leaking roof, water leaking into a clothes closet or lack of adequate heat. The problem with the present law is that a tenant who has an apartment which endangers his health or safety should move immediately, not commence a lawsuit to eliminate rental payments until the apartment resembles an apartment in which he would like to live. The amendments make the law more workable. If an apartment endangers the safety of a tenant, it would be wrong to demand that a landlord pay for rooms at a hotel until the apartment is repaired. It would also be abusive to live in an unsafe apartment for one year until the lawsuit against the landlord is settled.