

MAINE STATE LEGISLATURE

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FIRST REGULAR SESSION

ONE HUNDRED AND TENTH LEGISLATURE

Legislative Document

No. 991

S. P. 348

In Senate, February 25, 1981

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

MAY M. ROSS, Secretary of the Senate

Presented by Senator Carpenter of Aroostook.

Cosponsor: Representative Kane of South Portland.

STATE OF MAINE

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

AN ACT to Clarify the Security Deposit Law.

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

14 MRSA § 6033, sub-§ 3, as enacted by PL 1977, c. 359, is amended to read:

3. **Penalty.** If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit or to bring suit against the tenant for alleged damages to the premises.

STATEMENT OF FACT

Current state law requires landlords to return security deposits within 30 days of the end of tenancy, or, if there is good reason, to withhold some or all of it, sending a written notice to the tenant as to why, with the 30-day maximum. If the law is not followed, the landlord loses his right to withhold any of it.

When a tenant files suit to get his wrongfully withheld security deposit, some landlords are undermining the intent of the law by routinely filing harassing counterclaims against their tenants, despite the fact that it is the landlord who is in violation of the clear requirements of the law.

In order to guarantee compliance with the state's security deposit law, the

Legislature in 1977 refused to permit landlords who violated the notice requirement of the law to later assert their right to withhold any part of the security deposit. As a result of an apparent loophole, the legislative intent has been undermined through a procedural legal technicality that enables landlords to keep the tenant's security deposit even if they failed to give the legally required notice within 30 days.