

MAINE STATE LEGISLATURE

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L.D. 562

(Filing No. H- 204)

STATE OF MAINE
HOUSE OF REPRESENTATIVES
112TH LEGISLATURE
FIRST REGULAR SESSION

COMMITTEE AMENDMENT "A" to H.P. 409, L.D. 562,
Bill, "AN ACT Relating to Forcible Entry and Detainer
Actions."

Amend the bill by striking out everything after
the enacting clause and inserting in its place the
following:

'Sec. 1. 14 MRSA §6001, sub-§1, as enacted by PL
1981, c. 428, §1, is repealed and the following en-
acted in its place:

1. Persons against whom process may be main-
tained. Process of forcible entry and detainer may
be maintained:

A. Against a disseisor who has not acquired any
claim by possession and improvement;

B. Against a tenant whose tenancy has been
terminated as provided in section 6002-A;

C. Against a nonresidential tenant holding under
a written lease or contract or person holding un-
der that tenant; or

D. At the expiration or forfeiture of the term
in the case of a nonresidential tenancy, without
notice, if commenced within 7 days from the expi-
ration or forfeiture of the term.

Sec. 2. 14 MRSA §6002, as amended by PL 1983, c.
398, is repealed.

Sec. 3. 14 MRSA §6002-A is enacted to read:

§6002-A. Termination of tenancy

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1 1. Termination for cause. This subsection ap-
2 plies to the termination for cause of any residential
3 tenancy or tenancy at will.

4 A. A landlord may terminate under this subsec-
5 tion any residential tenancy or any tenancy at
6 will for only the following reasons:

7 (1) Nonpayment of rent, utility charges or
8 reasonable incidental service charges, pro-
9 vided that no action for possession may be
10 maintained if before the expiration of a no-
11 tice to quit the tenant pays or tenders all
12 arrearages due;

13 (2) Failure of the tenant to comply with
14 local ordinances or state or federal law or
15 regulations relating to renting residential
16 property, provided that the tenant is first
17 given notice of his failure to comply with
18 those laws or regulations and a reasonable
19 opportunity after that notice to comply with
20 those laws or regulations;

21 (3) Damage by the tenant or his invitees to
22 the demised property, reasonable wear and
23 tear excepted;

24 (4) Repeated conduct of the tenant on the
25 rental property which disturbs the peace and
26 quiet or safety of other tenants in the
27 building;

28 (5) Failure of the tenant to comply with
29 reasonable written rules established by the
30 landlord in the rental agreement at the
31 start of the tenancy or as amended subse-
32 quently, provided that the tenant is first
33 given written notice of his failure to com-
34 ply with those rules and a reasonable oppor-
35 tunity after that notice to comply with the

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1 rules. Nothing in this section may be con-
2 strued to permit a landlord to vary the
3 terms of a written or oral rental agreement
4 without the express written consent of the
5 tenant;

6 (6) Condemnation, change of use or removal
7 from the rental market of the rental unit;

8 (7) Renovation or reconstruction of any
9 portions of the building, provided that 30
10 days' notice, in addition to any other no-
11 tice required by this section, is given in
12 writing to the tenant; or

13 (8) Under terms and expressed conditions in
14 the original lease or rental agreement which
15 is entered into by the tenant and the land-
16 lord.

17 B. Termination under this subsection of any res-
18 idential tenancy or any tenancy at will is not
19 effective unless made in the following manner:

20 (1) By the tenant giving at least 30 days'
21 notice to the landlord; or

22 (2) By the landlord entitled under this
23 subsection giving at least 30 days' notice
24 in writing, delivered by certified mail and
25 left at the tenant's last and usual place of
26 abode, to the tenant, which must state the
27 reason or reasons for termination.

28 2. Termination without cause. This subsection
29 applies to the termination without cause of any resi-
30 dential tenancy or tenancy at will.

31 A. Termination without cause of any residential
32 tenancy or any tenancy at will is not effective
33 unless made in the following manner:

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1 (1) By the tenant giving at least 30 days'
2 notice to the landlord;

3 (2) By the landlord owning less than 5
4 rental units giving at least 30 days' notice
5 in writing, delivered by certified mail and
6 left at the tenant's last and usual place of
7 abode, to the tenant; or

8 (3) By the landlord owning 5 or more rental
9 units giving at least 60 days' notice in
10 writing, delivered by certified mail and
11 left at the tenant's last and usual place of
12 abode, to the tenant.

13 3. Rules. A landlord may establish reasonable
14 rules governing the conduct of his tenants, if the
15 rules are reasonably related to preserving the order
16 and peace of other tenants in the building. No rule
17 may be unreasonable, unfair or unconscionable. Any
18 rule or change in rent which does not apply uniformly
19 to all building tenants creates a rebuttable presump-
20 tion that the rule or change in rent is unfair. Any
21 rule which does not conform to the requirements of
22 this section is unenforceable and void.

23 4. Rules provided. The landlord shall provide
24 each tenant with a written copy of any rules of the
25 building and a written copy of this chapter before
26 any rental contract is entered into.

27 5. Treatment of general assistance. Payment or
28 written assurance of payment through the general as-
29 sistance program, as authorized by the State or a mu-
30 nicipality pursuant to Title 22, chapter 1251, shall
31 be given the same effect as payment in cash.

32 6. Waiver prohibited. No lease or rental agree-
33 ment, oral or written, for a residential tenancy may
34 contain any provision by which the tenant waives any
35 of his rights under this chapter and any such waiver
36 is contrary to public policy and is unenforceable and

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1 void.

2 7. Causes for 7-day notice of termination of
3 tenancy. Notwithstanding any other provisions of
4 this chapter, in the event that the landlord can
5 show, by affirmative proof, that the tenant, the
6 tenant's family or an invitee of the tenant has
7 caused substantial damage to the demised premises
8 which the tenant has not repaired or caused to be re-
9 paired before the giving of the notice provided in
10 this subsection, has caused or permitted a nuisance
11 within the premises, has caused or permitted an
12 invitee to cause the dwelling unit to become unfit
13 for human habitation or has violated or permitted a
14 violation of the law regarding the tenancy, or when
15 the tenant is 14 days or more in arrears in payment
16 of his rent, the tenancy may be terminated by the
17 landlord by 7 days' notice in writing for that pur-
18 pose given to the tenant. In the event that the land-
19 lord or his agent has made at least 3 good faith ef-
20 forts to serve the tenant, that service may be accom-
21 plished by both mailing the notice by first class
22 mail to the tenant's last known address and by leav-
23 ing the notice at the tenant's last and usual place
24 of abode. If a tenant, who is 14 days or more in ar-
25 rears in payment of his rent, pays the full amount of
26 rent due before the expiration of the 7 days' notice
27 in writing, that notice shall be void.

28 8. Breach of warranty of habitability as an af-
29 firmative defense. In an action brought by a land-
30 lord to terminate a rental agreement on the ground
31 that the tenant is in arrears in the payment of his
32 rent, the tenant may raise as a defense any alleged
33 violation of the implied warranty and covenant of
34 habitability. Upon finding that the dwelling unit is
35 not fit for human habitation, the court shall permit
36 the tenant either to terminate the rental agreement
37 without prejudice or to reaffirm the rental agree-
38 ment, with the court assessing against the tenant an
39 amount equal to the reduced fair rental value of the
40 property for the period during which rent is owed.

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1 warranty of habitability are retained from the cur-
2 rent law.

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Reported by the Minority from the Committee on Legal Affairs
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