

# MAINE STATE LEGISLATURE

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

COMMITTEE AMENDMENT "A" to H.P. 534, L.D. 909,  
Bill, "AN ACT to Clarify the Rights of Tenants in Mo-  
bile Home Parks."

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

'30 MRSA §§4066-C and 4066-D are enacted to read:

§4066-C. Security deposits

1. Definitions. As used in this Part, unless the  
context otherwise indicates, the following terms have  
the following meanings.

A. "Normal wear and tear" means that deteriora-  
tion which occurs, without negligence, careless-  
ness, accident or abuse of the premises or equip-  
ment by the tenant or members of his household or  
their invitees or guests. The term "normal wear  
and tear" does not include sums or labor expended  
by the landlord in removing from the demised  
premises articles abandoned by the tenant, such  
as trash.

B. "Security deposit" means any advance or de-  
posit, regardless of its denomination, of money,  
the primary function of which is to secure the  
performance of a rental agreement for a mobile  
home park lot.

2. Maximum security deposit. No lessor of a mo-  
bile home park lot shall require a security deposit  
equivalent to more than the rent for 3 months.

3. Return of security deposit. The following

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1 provisions apply to the retention and return of a se-  
2 curity deposit.

3 A. A security deposit or any portion of a secu-  
4 rity deposit shall not be retained for the pur-  
5 pose of paying for normal wear and tear.

6 B. A mobile home park operator shall return to a  
7 tenant the full security deposit deposited with  
8 the landlord by the tenant plus 4% annual inter-  
9 est or, if there is actual cause for retaining  
10 the security deposit or any portion of it, the  
11 mobile home park operator shall provide the ten-  
12 ant with a written statement, itemizing the rea-  
13 sons for the retention of the security deposit or  
14 any portion of it within 21 days after the termi-  
15 nation of the tenancy or the surrender and ac-  
16 ceptance of the premises, whichever occurs first.

17 The written statement itemizing the reasons for  
18 the retention of any portion of the security de-  
19 posit shall be accompanied by a full payment of  
20 the difference between the security deposit and  
21 the amount retained.

22 The mobile home park operator is deemed to have  
23 complied with this section by mailing the state-  
24 ment and any payment required to the last known  
25 address of the tenant.

26 Nothing in this section may preclude the mobile  
27 home park operator from retaining the security  
28 deposit for nonpayment of rent or nonpayment of  
29 utility charges which the tenant was required to  
30 pay directly to the mobile home park operator.

31 C. If a mobile home park operator fails to pro-  
32 vide a written statement or to return the securi-  
33 ty deposit within the time specified in paragraph  
34 B, the park owner or operator shall forfeit his  
35 right to withhold any portion of the security de-  
36 posit.

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1           4. Wrongful retention; damages; burden of proof.  
2           The following provisions apply to the wrongful reten-  
3           tion of a security deposit by a mobile home park op-  
4           erator.

5           A. If the mobile home park operator fails to re-  
6           turn the security deposit and provide the item-  
7           ized statement within 21 days as specified in  
8           subsection 3, paragraph B, the tenant shall give  
9           notice to the mobile home park operator of his  
10          intention to bring a legal action no less than 7  
11          days prior to commencing the action. If the mo-  
12          bile home park operator fails to return the entire  
13          security deposit within the 7-day period, it  
14          shall be presumed that the landlord is willfully  
15          and wrongfully retaining the security deposit.

16          B. The willful retention of a security deposit  
17          in violation of this chapter shall render a mo-  
18          bile home park operator liable for double the  
19          amount of that portion of the security deposit  
20          wrongfully withheld from the tenant, together  
21          with reasonable attorney's fees and court costs.

22          C. In any court action brought by a tenant under  
23          this section, the mobile home park operator shall  
24          bear the burden of proving that his withholding  
25          of the security deposit, or any portion of it,  
26          was not wrongful.

27          §4066-D. Implied warranty and covenant of habit-  
28          ability

29           1. Implied warranty of fitness for human habita-  
30           tion. In any written or oral agreement for rental of  
31           a space in a mobile home park, the park owner or op-  
32           erator is deemed to covenant and warrant that the  
33           space and its associated facilities are fit for human  
34           habitation.

35           2. Complaints. If a condition exists in a space

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1 which renders the space unfit for human habitation, a  
2 tenant may file a complaint against the park owner or  
3 operator in the District Court or Superior Court. The  
4 complaint shall state that:

5 A. A condition, which shall be described, endan-  
6 gers or materially impairs the health or safety  
7 of the tenants;

8 B. The condition was not caused by the tenant or  
9 another person acting under his control;

10 C. Written notice of the condition without un-  
11 reasonable delay was given to the park owner or  
12 operator or to the person who customarily col-  
13 lects rent on behalf of the park owner or opera-  
14 tor;

15 D. The park owner or operator unreasonably  
16 failed under the circumstances to take prompt,  
17 effective steps to repair or remedy the condi-  
18 tion; and

19 E. The tenant was current in rental payments  
20 owing to the park owner or operator at the time  
21 written notice was given.

22 The notice requirement of paragraph C may be satis-  
23 fied by actual notice to the person who customarily  
24 collects rents on behalf of the park owner or opera-  
25 tor.

26 3. Remedies. If the court finds that the allega-  
27 tions in the complaint are true, the park owner or  
28 operator shall be deemed to have breached the warran-  
29 ty of fitness of human habitation established by this  
30 section as of the date when actual notice of the con-  
31 dition was given to the park owner or operator. In  
32 addition to any other relief or remedies which may  
33 otherwise exist, the court may take one or more of  
34 the following actions.

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- 1           A. The court may issue appropriate injunctions  
2           ordering the park owner or operator to repair all  
3           conditions which endanger or materially impair  
4           the health or safety of the tenant.
- 5           B. The court may determine the fair value of the  
6           use and occupancy of the space by the tenant from  
7           the date when the park owner or operator received  
8           actual notice of the condition until such time as  
9           the condition is repaired and further declare  
10           what, if any, money the tenant owes the park own-  
11           er or operator or what, if any, rebate the park  
12           owner or operator owes the tenant for rent paid  
13           in excess of the value of use and occupancy. In  
14           making this determination, there shall be a re-  
15           buttable presumption that the rental amount  
16           equals the fair value of the space free from any  
17           condition rendering it unfit for human habita-  
18           tion. A written agreement whereby the tenant ac-  
19           cepts specified conditions which may violate the  
20           warranty of fitness for human habitation in re-  
21           turn for a stated reduction in rent or other  
22           specified fair consideration shall be binding on  
23           the tenant and the park owner or operator.
- 24           C. The court may authorize the tenant to tempo-  
25           rarily vacate the space if the space must be va-  
26           cant during necessary repairs. No use and occupa-  
27           tion charge may be incurred by a tenant until  
28           such time as the tenant resumes occupation of the  
29           space. If the park owner or operator offers rea-  
30           sonable alternative housing accommodations, the  
31           court may not surcharge the park owner or opera-  
32           tor for alternate tenant housing during the peri-  
33           od of necessary repairs.
- 34           D. The court may enter such other orders as the  
35           court may deem necessary to accomplish the pur-  
36           poses of this section. The court may not award  
37           consequential damages for breach of the warranty  
38           of fitness for human habitation.

