

MAINE STATE LEGISLATURE

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FIRST REGULAR SESSION

ONE HUNDRED AND THIRTEENTH LEGISLATURE

Legislative Document

NO. 1201

H.P. 900 House of Representatives, April 9, 1987
Reference to the Committee on Legal Affairs suggested and
ordered printed.

EDWIN H. PERT, Clerk
Presented by Representative CONNOLLY of Portland.
Cosponsored by Representative PRIEST of Brunswick,
Senators GAUVREAU of Androscoggin, and ESTES of York.

STATE OF MAINE

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

1 AN ACT to Protect Tenants in Rental Housing.
2

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

5 Sec. 1. 14 MRSA §6001, sub-§1, as enacted by PL
6 1981, c. 428, §1, is repealed and the following en-
7 acted in its place:

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

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

13 B. Against a tenant whose tenancy has been ter-
14 minated as provided in section 6002-A;

1 C. Against a nonresidential tenant holding under
2 a written lease or contract or person holding un-
3 der such tenant; or

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

8 **Sec. 2. 14 MRSA §6002, as amended by PL 1983, c.**
9 **398, is repealed.**

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

11 §6002-A. Termination of tenancy

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

15 A. A landlord may terminate under this subsec-
16 tion any residential tenancy or any tenancy at
17 will only for the following reasons:

18 (1) Nonpayment of rent, utility charges or
19 reasonable incidental service charges, pro-
20 vided that no action for possession may be
21 maintained if, before the expiration of a
22 notice to quit, the tenant pays or tenders
23 all arrearages due;

24 (2) Failure of the tenant to comply with
25 local ordinances or state or federal laws or
26 regulations relating to renting residential
27 property, provided that the tenant is first
28 given notice of his failure to comply with
29 those laws or regulations and a reasonable
30 opportunity after that notice to comply with
31 those laws;

32 (3) Damage by the tenant or his invitees to
33 the demised property, reasonable wear and
34 tear excepted;

35 (4) Repeated conduct of the tenant on the
36 rental property which disturbs the peace and
37 quiet or safety of other tenants in the
38 building;

1 (5) Failure of the tenant to comply with
2 reasonable written rules established by the
3 landlord in the rental agreement at the
4 start of the tenancy or as amended subse-
5 quently, provided that the tenant is first
6 given written notice of his failure to com-
7 ply with those rules and a reasonable oppor-
8 tunity after that notice to comply with the
9 rules. Nothing in this section may be con-
10 strued to permit a landlord to vary the
11 terms of a written or oral rental agreement
12 without the express written consent of the
13 tenant;

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

16 (7) Renovation or reconstruction of any
17 portions of the building, provided that 30
18 days' notice, in addition to any other no-
19 tice required by this section, is given in
20 writing to the tenant; or

21 (8) Under terms and expressed conditions in
22 the original lease or rental agreement which
23 is entered into by the tenant and the land-
24 lord.

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

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

30 (2) By the landlord, entitled under this
31 subsection, giving at least 30 days' notice
32 in writing to the tenant, delivered by cer-
33 tified mail and left at the tenant's last
34 and usual place of abode, which must state
35 the reason or reasons for termination and,
36 in the case of nonpayment, the amount due
37 and the fact that the termination may be
38 avoided by payment of that amount.

39 2. Termination without cause. This subsection
40 applies to the termination without cause of any resi-
41 dential tenancy or tenancy at will.

1 A. Termination without cause of any residential
2 tenancy or any tenancy at will is not effective
3 unless made in the following manner:

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

6 (2) By the landlord, owning less than 5
7 rental units, giving at least 30 days' no-
8 tice in writing to the tenant, delivered by
9 certified mail and left at the tenant's last
10 and usual place of abode; or

11 (3) By the landlord, owning 5 or more rent-
12 al units, giving at least 60 days' notice in
13 writing to the tenant, delivered by certi-
14 fied mail and left at the tenant's last and
15 usual place of abode.

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

26 4. Rules provided. The landlord shall provide
27 each tenant with a written copy of any rules of the
28 building and a written copy of this chapter before
29 entering into any rental contract.

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

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

1 7. Causes for 7-day notice of termination of
2 tenancy. Notwithstanding any other provisions of
3 this chapter, if the landlord can show, by affirma-
4 tive proof, that the tenant, the tenant's family or
5 an invitee of the tenant has caused substantial dam-
6 age to the demised premises which the tenant has not
7 repaired or caused to be repaired before the giving
8 of the notice provided in this subsection, has caused
9 or permitted a nuisance within the premises, has
10 caused or permitted an invitee to cause the dwelling
11 unit to become unfit for human habitation or has vio-
12 lated or permitted a violation of the law regarding
13 the tenancy, or when the tenant is 14 days or more in
14 arrears in payment of his rent, the tenancy may be
15 terminated by the landlord by 7 days' notice in writ-
16 ing for that purpose given to the tenant, and in the
17 event that the landlord or his agent has made at
18 least 3 good faith efforts to serve the tenant, that
19 service may be accomplished by both mailing the no-
20 tice by first class mail to the tenant's last known
21 address and by leaving the notice at the tenant's
22 last and usual place of abode. If a tenant, who is
23 14 days or more in arrears in payment of his rent,
24 pays the full amount of rent due before the expira-
25 tion of the 7-days' notice in writing, that notice
26 shall be void.

27 8. Rooming houses. A person, who rents a room
28 or rooms in a hotel, motel, boarding house or other
29 such establishment for longer than one month, pays by
30 the week or month and who has no other residence,
31 shall be entitled to notice and procedure under this
32 chapter as a residential tenant, except that, when
33 the rent is payable weekly, the landlord may give 3
34 days' notice to terminate the tenancy of such a ten-
35 ant who is more than 3 days' in arrears in rent.

36 9. Breach of warranty of habitability as an af-
37 firmative defense. In an action brought by a land-
38 lord to terminate a rental agreement because the ten-
39 ant is in arrears in the payment of his rent, the
40 tenant may raise as a defense any alleged violation
41 of the implied warranty and covenant of habitability.
42 Upon finding that the dwelling unit is not fit for
43 human habitation, the court shall permit the tenant
44 either to terminate the rental agreement without
45 prejudice or to reaffirm the rental agreement, with

1 the court assessing against the tenant an amount
2 equal to the reduced fair rental value of the proper-
3 ty for the period during which rent is owed. The re-
4 duced amount of rent thus owed shall be paid on a pro
5 rata basis, unless the parties agree otherwise, and
6 payments shall become due at the same intervals as
7 rent for the current rental period. The landlord may
8 not charge the tenant for the full rental value of
9 the property until such time as it is fit for human
10 habitation.

11 STATEMENT OF FACT

12 This bill amends current eviction procedures for
13 residential tenants to make the procedures similar to
14 current procedures governing evictions from mobile
15 home parks. This is a 3-tier system providing a
16 slightly longer notice period for tenancies that the
17 landlord terminates without stating one of the listed
18 reasons for termination. Seven days' notice is suf-
19 ficient, as in present law, to terminate tenancies in
20 cases of nonpayment of rent, damages or nuisance.
21 Thirty days' written notice is sufficient for the
22 following termination reasons: Failure to comply
23 with the landlord's reasonable written rules; condem-
24 nation, change of use or removal of the rental unit
25 from the rental market; and under terms and express
26 conditions in the rental agreement. Sixty days'
27 written notice is required in cases of renovations or
28 when the landlord states no cause for eviction or
29 simply evicts without cause if the landlord owns 5 or
30 more rental units. A landlord who owns less than 5
31 rental units needs to give only 30 days' notice in
32 writing. This gives the tenant who is evicted with-
33 out cause more time to find a new place to live,
34 while retaining the landlord's right to evict a ten-
35 ant without giving a reason.

36 The bill also provides that tenants in a rooming
37 house or similar establishment where the rent is pay-
38 able by the week or month may be terminated for non-
39 payment on 3-days' notice.

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