

MAINE STATE LEGISLATURE

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(AFTER DEADLINE)
SECOND REGULAR SESSION

ONE HUNDRED AND THIRTEENTH LEGISLATURE

Legislative Document

NO. 2346

H.P. 1709 House of Representatives, February 24, 1988
Approved for introduction by a majority of the
Legislative Council pursuant to Joint Rule 27.
Reference to the Committee on Utilities suggested and
ordered printed.

EDWIN H. PERT, Clerk
Presented by Representative ALIBERTI of Lewiston.
Cosponsored by Representatives TARDY of Palmyra and
RACINE of Biddeford.

STATE OF MAINE

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

1 **AN ACT** Regarding Security Deposits for Cable
2 **Television.**
3

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

6 14 MRSA §6042 is enacted to read:

7 §6042. Cable television security deposits

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

4 A. "Equipment" means any converter apparatus,
5 cable or any other equipment used for the service
6 or installation of cable television.

7 B. "Normal wear and tear" means that
8 deterioration which occurs without negligence,
9 carelessness, accident or abuse of the equipment
10 by the subscriber or the subscriber's invitees or
11 guests.

12 C. "Security deposit" means any advance or
13 deposit of money, regardless of its denomination,
14 the primary function of which is to secure the
15 performance of an agreement for cable television
16 installation, service, repair or the use of cable
17 television equipment.

18 D. "Subscriber" means any person who enters into
19 an agreement with a cable television company for
20 the rental or lease of cable television services
21 or equipment.

22 2. Return of security deposit. A cable
23 television company shall return to the subscriber, at
24 the subscriber's last known address, the full security
25 deposit, if any, deposited with the cable television
26 company by the subscriber within 3 years of the date
27 of the execution of any written agreement for the
28 rental or lease of cable television service or
29 equipment, except as provided in subsections 3, 4 and
30 5. The return of a security deposit under this
31 subsection does not require the return of any cable
32 television equipment or the cessation of service.

33 3. Termination or nonrenewal of service by
34 subscriber. If any subscriber terminates or fails to
35 renew an agreement for the rental or lease of cable
36 television services or equipment within 3 years of the
37 date of execution of that agreement, the cable
38 television company shall return the full security
39 deposit, if any, to the subscriber at the subscriber's
40 last known address, except as provided in subsection 5.

1 4. Abandonment of service by cable television
2 company. In addition to the requirements of Title 30,
3 section 2158, subsection 3, paragraph B, any cable
4 television company which abandons service prior to the
5 termination of the agreement for the rental or lease
6 of cable television services or equipment to a
7 subscriber and within 3 years of the date of execution
8 of that agreement shall return the full amount of the
9 security deposit, if any, to the subscriber within 30
10 days of the time of the abandonment of service, except
11 as provided in subsection 5.

12 5. Retention of security deposit. If there is
13 actual cause for retaining the security deposit or any
14 portion of it, the cable television company shall
15 provide the subscriber with a written statement
16 itemizing the reasons for the retention of the
17 security deposit or any portion of it within the time,
18 not to exceed 30 days, stated in the agreement.

19 A. The written statement itemizing the reasons
20 for the retention of any portion of the security
21 deposit shall be accompanied by a full payment of
22 the difference between the security deposit and
23 the amount retained.

24 B. The cable television company is deemed to have
25 complied with this section by mailing the
26 statement and any payment required to the last
27 known address of the subscriber.

28 C. Nothing in this section may preclude the cable
29 television company from retaining the security
30 deposit to cover the costs of nonpayment of
31 charges which the subscriber was required to pay
32 directly to the cable television company.

33 6. Normal wear and tear. A security deposit, or
34 any portion of a security deposit, shall not be
35 retained for the purpose of paying for normal wear and
36 tear.

37 7. Violation. If a cable television company
38 fails to provide a written statement itemizing the
39 reasons for the retention of the security deposit or

1 otherwise fails to return the security deposit within
2 the time specified in this section, the cable
3 television company shall forfeit its right to withhold
4 any portion of the security deposit.

5 STATEMENT OF FACT

6 This bill requires that cable television security
7 deposits must be returned to subscribers within 3
8 years of entering into an agreement for cable
9 television service.

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