

MAINE STATE LEGISLATURE

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STATE OF MAINE
HOUSE OF REPRESENTATIVES
114TH LEGISLATURE
FIRST REGULAR SESSION

COMMITTEE AMENDMENT "A" to H.P. 596, L.D. 814, Bill, "An Act to Clarify the Affirmative Defense of Breach of Warranty of Habitability"

Amend the bill by striking out all of subsection 3 (page 1, lines 6 to 26 in L.D.) and inserting in its place the following:

'3. Breach of warranty of habitability as an affirmative defense. In an action brought by a landlord to terminate a rental agreement on the ground that the tenant is in arrears in the payment of his rent, the tenant may raise as a defense any alleged violation of the implied warranty and covenant of habitability, provided that the landlord or the landlord's agent has received actual or constructive notice of the alleged violation, and has unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition and the condition was not caused by the tenant or another person acting under the tenant's control. Upon finding that the dwelling unit is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement, with the court assessing against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent thus owed shall be paid on a pro rata basis, unless the parties agree otherwise, and payments shall become due at the same intervals as rent for the current rental period. The landlord may not charge the tenant for the full rental value of the property until such time as it is fit for human habitation.'

STATEMENT OF FACT

This amendment allows a tenant to raise the defense of breach of the implied warranty and covenant of habitability in an eviction action based on failure to pay rent only if the landlord had actual or constructive notice of the alleged breach and unreasonably failed to act to correct the problem which was not caused by the tenant or one under the tenant's control.