

# MAINE STATE LEGISLATURE

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# 114th MAINE LEGISLATURE

## FIRST REGULAR SESSION - 1989

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Legislative Document

No. 933

S.P. 351

In Senate, March 28, 1989

Reference to the Committee on Legal Affairs suggested and ordered printed.

A handwritten signature in cursive script that reads "Joy J. O'Brien".

JOY J. O'BRIEN  
Secretary of the Senate

Presented by Senator BRANNIGAN of Cumberland.

Cosponsored by Representative GURNEY of Portland and Representative PRIEST of Brunswick.

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STATE OF MAINE

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

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An Act to Require Written Leases for Long-term Tenancies.

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1 **Be it enacted by the People of the State of Maine as follows:**

3 **Sec. 1. 14 MRSA §6039** is enacted to read:

5 **§6039. Required basic written lease**

7 For tenancies of one year or longer the landlord shall use a  
9 basic written lease that contains at least the following parts or  
11 their substantive equivalents:

13 RESIDENTIAL LEASE

15 LANDLORD

15 TENANT

17 Name \_\_\_\_\_

17 Name \_\_\_\_\_

19 Address \_\_\_\_\_

19 Address \_\_\_\_\_

21 \_\_\_\_\_

21 \_\_\_\_\_

23 Telephone \_\_\_\_\_

23 Telephone \_\_\_\_\_

25 MANAGING AGENT

27 Name \_\_\_\_\_

29 Address \_\_\_\_\_

31 \_\_\_\_\_

33 Telephone \_\_\_\_\_

35 APARTMENT. The apartment number or floor is \_\_\_\_\_.

37 The building is located at \_\_\_\_\_.

39 LENGTH OF LEASE. The landlord will rent this apartment  
41 to the tenant from \_\_\_\_\_ (month, day, year) through \_\_\_\_\_ (month,  
43 day, year).

45 RENT. The rent for the apartment is \$ \_\_\_\_\_ a month. The  
47 tenant will pay the rent on the \_\_\_\_\_ day of each  
49 month. If there are or will be any additional charges in  
51 connection with living in this apartment, they are described at  
the end of the lease. Rent should be paid to \_\_\_\_\_  
at \_\_\_\_\_. If the rent is paid in cash or by money  
order, the landlord will give the tenant a written receipt at the  
time the rent is paid. A payment of rent is late if it is not

1 made within 15 days from the time payment is due. The landlord  
2 may assess a penalty of \_\_\_\_\_ % of the monthly rent for late  
3 payment. (See the Maine Revised Statutes, Title 14, section  
4 6028.)

5  
6 SECURITY DEPOSIT. The tenant has paid the landlord  
7 \$ \_\_\_\_\_ as a security deposit. The landlord will hold the  
8 deposit until the end of the lease; the security deposit remains  
9 the tenant's money. The landlord will keep the deposit separate  
10 from the landlord's own money. The landlord agrees not to  
11 require a security deposit of more than two months rent. (See  
12 the Maine Revised Statutes, Title 14, sections 6031 to 6037.)

13  
14 RETURN OF THE SECURITY DEPOSIT. The landlord will return  
15 the security deposit to the tenant at the end of the lease if the  
16 following conditions are met.

17 1. The tenant does not owe the landlord any rent or utility  
18 charges.

19  
20 2. The apartment is in good condition except for normal  
21 wear and tear or damage not caused by the tenant, the  
22 tenant's family, invitees or guests; and

23  
24 3. The tenant has not caused the landlord expenses for  
25 storage and disposing of unclaimed property.

26  
27 If the landlord deducts money from the tenant's deposit, the  
28 landlord will provide an itemized list of the items for which the  
29 tenant is being charged.

30  
31 The landlord will return the deposit to the tenant no more  
32 than thirty (30) days after the lease ends.

33  
34 MOVING IN. If the apartment is not ready to move into on  
35 the day the lease is to begin (see "Length of Lease" above), the  
36 lease will begin with the first day the tenant moves in and the  
37 last day of the lease will change so that the length of the lease  
38 will be the same as originally provided. If the apartment is not  
39 ready to move into when the lease begins, the tenant may cancel  
40 this lease at any time before the apartment is ready and receive  
41 a full refund of money paid to the landlord, including the  
42 security deposit.

43  
44 USE OF THE APARTMENT. The tenant agrees that the apartment  
45 will be used only as a residence. The tenant may not use the  
46 apartment to conduct illegal activity. The tenant agrees not to  
47 damage the apartment, the building, the grounds or the common  
48 areas or to interfere with the rights of other tenants to live in  
49 their apartments in peace and quiet. The landlord agrees to do  
50 nothing which would prevent or interfere with the tenant's legal  
51 use of the apartment.

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WHEN THE LEASE ENDS. When the lease ends, the tenant agrees to return the apartment in the same condition as it was at the start of the lease, other than normal wear and tear, except for those items which were noted on inspection and described at the end of this lease. The tenant will not be asked to pay for damage not caused by the tenant or the tenant's family or guests. (See the Maine Revised Statutes, Title 14, section 6033.)

SERVICES PROVIDED BY LANDLORD. The landlord will provide the following services: ( )heat, ( )hot water, ( )cold water, ( ) elevator services, ( ) air conditioning, ( ) gas, ( ) electricity. (Mark with an "X" for the services provided.) The landlord will also provide (specify other services)

HABITABILITY; APARTMENT MUST BE FIT TO LIVE IN. The landlord promises that the apartment and building comply with applicable housing codes, are fit to live in, and are not dangerous to life, health or safety of the occupants. The landlord is not held responsible for this promise if the apartment or building becomes unfit to live in due to the tenant's misconduct or that of the tenant's family or guests. The landlord agrees to make all necessary repairs and take all applicable necessary action to keep the apartment and building fit to live in and to meet all housing code requirements. (This section may be waived according to the provisions of the Maine Revised Statutes, Title 14, section 6021, subsection 5.)

TENANT'S RIGHT; LOSS OF SERVICE. If the landlord does not live up to the terms of this lease or fails to provide any of the services which the landlord agrees to provide, the tenant in certain cases may decide not to pay part of the rent. State law gives tenants the right, in addition to other rights, to withhold rent and use it to make minor repairs to conditions threatening their health or safety or to pay the supplier directly when the landlord fails to provide water, electricity or gas to the building's common areas, or to the entire building, or when the landlord fails to supply fuel, causing the loss of heat in the building. Before withholding rent the tenant must meet the statutory requirements set forth in the Maine Revised Statutes, Title 14, section 6026, including prior written notice to the landlord.

LANDLORD ENTRY INTO THE APARTMENT. Except for emergencies, the landlord may enter the apartment only during reasonable hours and after advance notice. The tenant may not unreasonably withhold consent to the landlord to enter the apartment. (See the Maine Revised Statutes, Title 14, section 6025.)

1           BUILDING RULES. The tenant agrees to obey all reasonable  
2           building rules of which the tenant has been informed.

3           LANDLORD'S RIGHTS. If the tenant does not live up to the  
4           terms of the lease, the landlord shall do the following:

5           1. Send the tenant a written notice demanding that the  
6           tenant live up to the terms of the lease within 10 days; and

7           2. If the tenant does not comply within that time, the  
8           landlord will send the tenant a second written notice that  
9           the lease will end within 30 days after the second notice is  
10           mailed to the tenant.

11           On the day that the lease term automatically ends the tenant  
12           will leave the apartment and return the keys to the landlord.  
13           The landlord has the right to bring a forcible entry and detainer  
14           court action if the tenant does not pay the rent, fails to remedy  
15           a substantial violation of the lease, commits a continuing  
16           nuisance that is in violation of a state or local public safety  
17           ordinance, or does not leave the apartment at the end of the  
18           lease. The landlord will not force the tenant out either by  
19           removing the tenant's possessions or changing the lock on the  
20           tenant's door or in any other way. The tenant will be given  
21           prior notice of the court hearing. (See the Maine Revised  
22           Statutes, Title 14, section 6014).

23           NO EVICTION FOR GOOD FAITH COMPLAINT; TENANT'S RIGHT TO JOIN  
24           A TENANTS' ORGANIZATION. The tenant has the right to bring  
25           action or to take a good faith complaint to the landlord or to  
26           any government agency for the landlord's failure to obey any law  
27           or regulation concerning the apartment or any term of the lease,  
28           and to join or organize a tenants' association. The landlord  
29           agrees not to change terms of the tenancy or interfere in any way  
30           or to evict the tenant or refuse to renew the tenant's lease  
31           simply because of the tenant's action under this paragraph. (See  
32           the Maine Revised Statutes, Title 14, section 6001).

33           FORMS OF NOTICE.

34           1. Notices to tenant. Unless otherwise required in this  
35           lease or by law, any notice from the landlord to the tenant will  
36           be considered valid if it is in writing, is signed by or in the  
37           name of the landlord and is addressed to the tenant at the  
38           apartment and delivered to the tenant personally or sent by  
39           regular mail to the tenant at the apartment.

40           2. Notices to landlord. Unless otherwise required in this  
41           lease or by law, the tenant will give all required notices to the  
42           landlord in writing, delivered personally or sent by regular mail  
43           to the landlord or the landlord's agent at the address given in  
44           this lease.

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DISCRIMINATION AGAINST CHILDREN. Except as set forth in the  
Maine Revised Statutes, Title 14, section 6027, the landlord  
shall not discriminate against children when renting this  
apartment.

ABANDONED PROPERTY. The landlord shall dispose of all  
abandoned property in compliance with the provisions of the Maine  
Revised Statutes, Title 14, section 6013.

CONDITION OF APARTMENT AT TIME LEASE IS SIGNED. Apartment  
defects and necessary repairs, other charges and other agreements  
are listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WORK TO BE DONE BY LANDLORD  
\_\_\_\_\_  
\_\_\_\_\_

CONDITIONS OF THE APARTMENT WHICH WILL REMAIN UNCHANGED  
BY AGREEMENT  
\_\_\_\_\_  
\_\_\_\_\_

OTHER AGREEMENTS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER CHARGES  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURES. The tenant and landlord have each received  
identical copies of the lease, each copy signed and dated by both  
landlord and tenant.

1 \_\_\_\_\_  
(date) (tenant)  
3  
5 \_\_\_\_\_  
(date) (tenant)  
7  
9 \_\_\_\_\_  
(date) (landlord)

11 Sec. 2. 14 MRSA §§6040 and 6040-A are enacted to read as follows:

13 §6040. Illegal lease provisions

15 Additional provisions added to the basic written lease  
17 required by section 6039, shall not abridge any statutory or  
common law rights already enjoyed by tenants.

19 §6040-A. Exemptions

21 Parties to the written lease required by section 6039 may  
23 exempt themselves from any of the lease sections not otherwise  
required by law only if the landlord informs the tenant of the  
25 tenant's rights and the parties then mutually agree to a lease  
without the required sections.

27 Sec. 3. Effective date. This Act takes effect on January 1,  
29 1991.

31 STATEMENT OF FACT

33  
35 The purpose of this bill is to require landlords who enter  
37 into leases for one year or longer to use a written lease with  
39 certain basic provisions. These required provisions reflect  
41 landlord and tenant rights and obligations currently mandated by  
43 state law. Landlords would be free to add supplementary sections  
to this written lease, provided these sections do not abridge any  
rights currently enjoyed by Maine tenants. The parties may agree  
to exempt themselves from the written lease required by this  
bill. This bill will not become effective until January 1, 1991.