

MAINE STATE LEGISLATURE

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114th MAINE LEGISLATURE

SECOND REGULAR SESSION - 1990

Legislative Document

No. 2062

H.P. 1489

House of Representatives, January 3, 1990

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 26.

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

A handwritten signature in cursive script that reads "Ed Pert".

EDWIN H. PERT, Clerk

Presented by Representative ADAMS of Portland.

Cosponsored by Representative PLOURDE of Biddeford and Representative BELL of Caribou.

STATE OF MAINE

IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND NINETY

**An Act Establishing the Rights and Obligations of Tenants Who Pay
for Their Own Heating Oil.**



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

14 MRSA §6002-A is enacted to read:

§6002-A. Tenant's rights regarding heating oil

A tenant who pays for oil to heat a rental unit may deduct the price of purchased oil remaining when the tenant vacates the unit from any rent due the landlord if the oil is stored in a tank used solely by that rental unit and the tenant:

1. Ten gallon minimum. Leaves at least 10 gallons of oil unused when the unit is vacated;

2. Written agreement. Pays for the oil for the unit under the terms of a lease or prior written agreement with the landlord of that unit;

3. Rent arrearage. Is not vacating the unit because of a rent arrearage;

4. Receipts. Provides copies of any receipt indicating the price paid for the remaining oil; and

5. Notice. Has complied with notice requirements regarding the tenant's intention to vacate the unit under the terms of the lease, if one exists, or under chapter 709 if no lease exists.

STATEMENT OF FACT

This bill allows tenants who are moving and pay for their own heating oil to deduct the price paid for the oil they leave behind from any rent due the landlord if they leave behind 10 gallons or more, have given proper notice of their intent to move, are not vacating the unit because of a rent arrearage and provide copies of receipts indicating the price paid for the oil.