

MAINE STATE LEGISLATURE

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114th MAINE LEGISLATURE

SECOND REGULAR SESSION - 1990

Legislative Document

No. 2166

H.P. 1560

House of Representatives, January 9, 1990

Reported by Representative SHELTRA for the Commission on Manufactured Housing pursuant to Private and Special Law 1987, chapter 139.

Reference to the Joint Standing Committee on Legal Affairs suggested and printing ordered under Joint Rule 18.

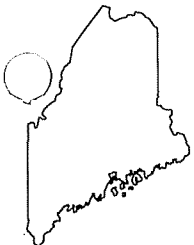
A handwritten signature in cursive script that reads "Ed Pert".

EDWIN H. PERT, Clerk

STATE OF MAINE

IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND NINETY

An Act to Ensure that Mobile Home Park Operators are Informed of Habitability Problems.



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

4 10 MRSA §9097, sub-§11 is enacted to read:

6 11. Breach of warranty of habitability as an affirmative
8 defense. In an action brought by a mobile home park owner to
10 terminate a rental agreement on the ground that the tenant is in
12 arrears in the payment of rent, the tenant may raise, as a
14 defense, any alleged violation of the implied warranty and
16 covenant of habitability provided that:

18 A. The tenant gave the mobile home park owner, or the
20 owner's agent has received, actual notice of the alleged
22 violation while the tenant was current in rental payments;

24 B. The park owner or operator unreasonably failed under the
26 circumstances to take prompt, effective steps to repair or
28 remedy the condition; and

30 C. The condition was not caused by the tenant or another
32 person acting under the tenant's control.

34 Upon finding that the leased premises is not fit for human
36 habitation, the court shall permit the tenant either to terminate
38 the rental agreement without prejudice or to reaffirm the rental
40 agreement and the court shall assess against the tenant an amount
42 equal to the reduced fair rental value of the property for the
44 period during which rent is owed. The reduced amount of rent
46 owed is to be paid on a pro rata basis, unless the parties agree
48 otherwise, and payments are due at the same intervals as rent for
50 the current rental period. The mobile home park owner may not
charge the tenant for the full rental value of the property until
the property is fit for human habitation.

36 STATEMENT OF FACT

38 This bill is a final recommendation of a majority of the
40 Commission on Manufactured Housing established by Private and
Special Law 1987, chapter 139.

42 The bill allows mobile home park tenants to raise the breach
44 of warranty of habitability as an affirmative defense in an
46 eviction action for nonpayment of rent provided that the tenant
48 gave the park owner or owner's agent actual notice of the
50 conditions rendering the leased premises uninhabitable while the
tenant was current in rental payments and the owner or operator
failed to take reasonably prompt steps to correct the condition
not caused by the tenant or a person under the tenant's control.