

MAINE STATE LEGISLATURE

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118th MAINE LEGISLATURE

FIRST REGULAR SESSION-1997

Legislative Document

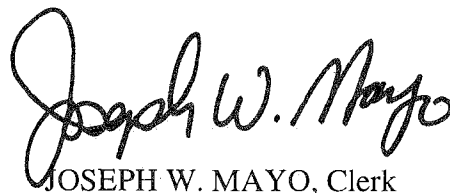
No. 695

H.P. 504

House of Representatives, February 4, 1997

**An Act to Amend Security Deposit Provisions for Residential Rental
Units.**

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


JOSEPH W. MAYO, Clerk

Presented by Representative CHIZMAR of Lisbon.
Cosponsored by Senator JENKINS of Androscoggin and
Representatives: BUCK of Yarmouth, LABRECQUE of Gorham, LEMONT of Kittery,
TRUE of Fryeburg, TUTTLE of Sanford.

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

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Sec. 1. 14 MRSA §6033, sub-§2, as amended by PL 1995, c. 52,
4 §1, is further amended to read:

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2. Return; time; retention. A landlord shall return to a
tenant the full security deposit deposited with the landlord by
8 the tenant or, if there is actual cause for retaining the
security deposit or any portion of it, the landlord shall provide
10 the tenant with a written statement itemizing the reasons for the
retention of the security deposit or any portion of it:

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A. In the case of a written rental agreement, within the
14 time, not to exceed 30 days, stated in the agreement; and

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B. In the case of a tenancy at will, within 21 days after
the termination of the tenancy or the surrender and
18 acceptance of the premises, whichever occurs later.

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The written statement itemizing the reasons for the retention of
any portion of the security deposit must be accompanied by a full
22 payment of the difference between the security deposit and the
amount retained.

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Reasons for which a landlord may retain the security deposit or a
26 portion of the security deposit include, but are not limited to,
covering the costs of storing and disposing of unclaimed
28 property, nonpayment of rent and, nonpayment of utility charges
that the tenant was required to pay directly to the landlord and
30 unanticipated reasonable costs incurred for cleaning of the
premises.

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The landlord is deemed to have complied with this section by
34 mailing the statement and any payment required to the last known
address of the tenant.

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SUMMARY

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This bill allows a landlord to retain the security deposit
if the landlord incurs unanticipated costs for the cleaning of
42 the rented premises.