

MAINE STATE LEGISLATURE

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R. S. S.

L.D. 835

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LEGAL AND VETERANS AFFAIRS

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STATE OF MAINE
HOUSE OF REPRESENTATIVES
124TH LEGISLATURE
FIRST REGULAR SESSION

COMMITTEE AMENDMENT "A" to H.P. 571, L.D. 835, Bill, "An Act To Amend the Forcible Entry and Detainer Laws"

Amend the bill in section 1 in the first paragraph in the 2nd line (page 1, line 5 in L.D.) by striking out the following: "subsection 1" and inserting the following: 'subsection 1 subsection 2'

Amend the bill in section 1 in the first paragraph in the next to the last line (page 1, line 21 in L.D.) by striking out the following: "subsection 1" and inserting the following: 'subsection 2'

Amend the bill by striking out all of sections 2 and 3 and inserting the following:

'Sec. 2. 14 MRSA §6002, sub-§1, as amended by PL 1999, c. 248, §1, is repealed and the following enacted in its place:

1. Causes for 7-day notice of termination of tenancy. Notwithstanding any other provisions of this chapter, the tenancy may be terminated upon 7 days' written notice in the event that the landlord can show, by affirmative proof, that:

A. The tenant, the tenant's family or an invitee of the tenant has caused substantial damage to the demised premises that the tenant has not repaired or caused to be repaired before the giving of the notice provided in this subsection;

B. The tenant, the tenant's family or an invitee of the tenant caused or permitted a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy; or

C. The tenant is 7 days or more in arrears in the payment of rent.

If a tenant who is 7 days or more in arrears in the payment of rent pays the full amount of rent due before the expiration of the 7-day notice in writing, that notice is void. Thereafter, in all residential tenancies at will, if the tenant pays all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually

COMMITTEE AMENDMENT

1 expended by the landlord before the issuance of the writ of possession as provided by
2 section 6005, then the tenancy must be reinstated and no writ of possession may issue.

3 In the event that the landlord or the landlord's agent has made at least 3 good faith efforts
4 to personally serve the tenant in-hand, that service may be accomplished by both mailing
5 the notice by first class mail to the tenant's last known address and by leaving the notice
6 at the tenant's last and usual place of abode.

7 Payment or written assurance of payment through the general assistance program, as
8 authorized by the State or a municipality pursuant to Title 22, chapter 1161, has the same
9 effect as payment in cash.

10 **Sec. 3. 14 MRSA §6002, sub-§2,** as amended by PL 1999, c. 248, §2, is repealed
11 and the following enacted in its place:

12 **2. Ground for termination notice.** A notice of termination issued pursuant to
13 subsection 1 must indicate the specific ground claimed for issuing the notice.

14 **A. If a ground claimed is rent arrearage of 7 days or more, the notice must also**
15 **include a statement:**

16 **(1) Indicating the amount of the rent that is 7 days or more in arrears as of the**
17 **date of the notice; and**

18 **(2) Setting forth the following notice: "If you pay the amount of rent due as of**
19 **the date of this notice before this notice expires, then this notice as it applies to**
20 **rent arrearage is void. After this notice expires, if you pay all rental arrears, all**
21 **rent due as of the date of payment and any filing fees and service of process fees**
22 **actually paid by the landlord before the writ of possession issues at the**
23 **completion of the eviction process, then your tenancy will be reinstated."**

24 **B. If the notice states an incorrect rent arrearage or contains any other clerical errors**
25 **that do not significantly or materially alter the purpose or understanding of the notice,**
26 **the notice cannot be held invalid if the landlord can show the error was unintentional.'**

27 **SUMMARY**

28 This amendment allows a landlord in a forcible entry and detainer matter to combine
29 a 7-day notice and a 30-day notice of termination of tenancy in one notice. The
30 amendment also provides that the notice may not be held invalid as a result of minor
31 clerical errors. This amendment also reformats and makes other minor changes in current
32 language.