

# MAINE STATE LEGISLATURE

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# 124th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2009

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Legislative Document

No. 835

H.P. 571

House of Representatives, March 3, 2009

### An Act To Amend the Forcible Entry and Detainer Laws

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

*Millicent M. MacFarland*  
MILLICENT M. MacFARLAND  
Clerk

Presented by Representative CLEARY of Houlton.  
Cosponsored by Representatives: BEAUDETTE of Biddeford, DILL of Cape Elizabeth,  
EATON of Sullivan, HILL of York, PILON of Saco, Speaker PINGREE of North Haven,  
Senator: HASTINGS of Oxford.

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

2 **Sec. 1. 14 MRSA §6002, first ¶**, as amended by PL 2003, c. 296, §1, is further  
3 amended to read:

4 Tenancies at will must be terminated by either party by a minimum of 30 days'  
5 notice, except as provided in subsection 1, in writing for that purpose given to the other  
6 party, but if the landlord or the landlord's agent has made at least 3 good faith efforts to  
7 serve the tenant, that service may be accomplished by both mailing the notice by first  
8 class mail to the tenant's last known address and by leaving the notice at the tenant's last  
9 and usual place of abode. In cases when the tenant has paid rent through the date when a  
10 30-day notice would expire, the notice must expire on or after the date through which the  
11 rent has been paid. Either party may waive in writing the 30 days' notice at the time the  
12 notice is given, and at no other time prior to the giving of the notice. A termination based  
13 on a 30-day notice is not affected by the receipt of money, whether previously owed or  
14 for current use and occupation, until the date a writ of possession is issued against the  
15 tenant during the period of actual occupancy after receipt of the notice. When the  
16 tenancy is terminated, the tenant is liable to the process of forcible entry and detainer  
17 without further notice and without proof of any relation of landlord and tenant unless the  
18 tenant has paid, after service of the notice, rent that accrued after the termination of the  
19 tenancy. These provisions apply to tenancies of buildings erected on land of another  
20 party. Termination of the tenancy is deemed to occur at the expiration of the time fixed  
21 in the notice. A 30-day notice under this paragraph and a 7-day notice under subsection 1  
22 may be combined in one notice to the tenant.

23 **Sec. 2. 14 MRSA §6002, sub-§1**, as amended by PL 1999, c. 248, §1, is further  
24 amended to read:

25 **1. Causes for 7-day notice of termination of tenancy.** Notwithstanding any other  
26 provisions of this chapter, in the event that the landlord can show, by affirmative proof,  
27 that the tenant, the tenant's family or an invitee of the tenant has caused substantial  
28 damage to the demised premises that the tenant has not repaired or caused to be repaired  
29 before the giving of the notice provided in this subsection, has caused or permitted a  
30 nuisance within the premises, has caused or permitted an invitee to cause the dwelling  
31 unit to become unfit for human habitation or has violated or permitted a violation of the  
32 law regarding the tenancy, or when the tenant is 7 days or more in arrears in the payment  
33 of rent, the tenancy may be terminated by the landlord by 7 days' notice in writing for that  
34 purpose given to the tenant, and in the event that the landlord or the landlord's agent has  
35 made at least 3 good faith efforts to serve the tenant, that service may be accomplished by  
36 both mailing the notice by first class mail to the tenant's last known address and by  
37 leaving the notice at the tenant's last and usual place of abode. If a tenant, who is 7 days  
38 or more in arrears in the payment of rent, pays the full amount of rent due before the  
39 expiration of the 7-day notice in writing, that notice is void. Thereafter, in all residential  
40 tenancies at will, if the tenant pays all rental arrears, all rent due as of the date of payment  
41 and any filing fees and service of process fees actually expended by the landlord before  
42 the issuance of the writ of possession as provided by section 6005, then the tenancy must  
43 be reinstated and no writ of possession may issue. Payment or written assurance of  
44 payment through the general assistance program, as authorized by the State or a

1 municipality pursuant to Title 22, chapter 1161, has the same effect as payment in cash. A  
2 landlord may amend in writing or orally before the court a 7-day notice under this  
3 subsection.

4 **Sec. 3. 14 MRSA §6003, 2nd ¶**, as amended by PL 1997, c. 151, §1, is further  
5 amended to read:

6 The court shall schedule and hold the hearing as soon as practicable, but no later than  
7 10 days after the return day except that the court may grant a continuance for good cause  
8 shown. Any defendant requesting a ~~reordered~~ hearing shall file a written answer  
9 enumerating all known defenses on or before the return day.

#### 10 SUMMARY

11 This bill allows a landlord in a forcible entry and detainer matter to amend orally or  
12 in writing a 7-day notice of termination of tenancy to a tenant and allows a landlord to  
13 combine a 7-day notice and a 30-day notice of termination of tenancy in one notice. This  
14 bill also requires a tenant to answer a forcible entry and detainer complaint in writing if  
15 the tenant wants a hearing on the matter.