

MAINE STATE LEGISLATURE

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Date: 3/15/10

L.D. 1790
(Filing No. H-719)

LEGAL AND VETERANS AFFAIRS

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**STATE OF MAINE
HOUSE OF REPRESENTATIVES
124TH LEGISLATURE
SECOND REGULAR SESSION**

COMMITTEE AMENDMENT "A" to H.P. 1278, L.D. 1790, Bill, "An Act To Implement the Recommendations of the Working Group To Study Landlord and Tenant Issues"

Amend the bill in section 7 in §6013 by striking out all of subsection 5 (page 3, lines 14 to 21 in L.D.) and inserting the following:

5. Conditional release; sale or disposal. A landlord shall comply with the following.

A. If the tenant makes an oral or written claim for the property within 14 days after the date the notice described in subsection 2 is sent, the landlord may not condition the release of the property to the tenant upon the tenant's payment of any rental arrearages, damages and costs of storage as long as the tenant makes arrangements to retrieve the property by the 24th day after the notice described in subsection 2 is sent.

B. If the tenant makes the claim as set forth in paragraph A but fails to retrieve the property by the 24th day, the landlord may employ one or more of the remedies described in paragraph D.

C. If the tenant does not make an oral or written claim for the property within 14 days after the notice described in subsection 2 is sent, the landlord may employ one or more of the remedies described in paragraph D.

D. With regard to any property that remains unclaimed by the tenant in accordance with this subsection, the landlord may take one or more of the following actions:

- (1) Condition the release of the property to the tenant upon the tenant's payment of all rental arrearages, damages and costs of storage;
- (2) Sell any property for a reasonable fair market price and apply all proceeds to rental arrearages, damages and costs of storage and sale. All remaining balances must be forwarded to the Treasurer of State; or
- (3) Dispose of any property that has no reasonable fair market value.'

COMMITTEE AMENDMENT

1 Amend the bill in section 8 in §6021-A in subsection 2 in paragraph C in the 3rd line
2 (page 3, line 35 in L.D.) by inserting after the following: "current" the following:
3 'liability'

4 Amend the bill in section 8 in §6021-A in subsection 2 in paragraph F by striking out
5 all of the last sentence (page 4, lines 7 to 11 in L.D.) and inserting the following: 'After
6 first disclosing what the cost of the tenant's compliance with requested bedbug inspection
7 or control measures may be, a landlord may charge the tenant a reasonable amount for
8 any such assistance, subject to a reasonable repayment schedule, not to exceed 6 months,
9 unless an extension is otherwise agreed to by the landlord and the tenant.'

10 Amend the bill in section 8 in §6021-A in subsection 3 in paragraph B by striking out
11 all of the first and 2nd sentences (page 4, lines 15 to 19 in L.D.) and inserting the
12 following: 'Upon receiving reasonable notice as set forth in section 6025, including
13 reasons for and scope of the request for access to the premises, a tenant shall grant the
14 landlord of the dwelling unit, the landlord's agent or the landlord's pest control agent and
15 its employees access to the unit for purposes of an inspection for or control of the
16 infestation of bedbugs. The initial inspection may include only a visual inspection and
17 manual inspection of the tenant's bedding and upholstered furniture.'

18 Amend the bill in section 14 by striking out all of subsection 10 (page 6, lines 36 to
19 39 and page 7, lines 1 to 5 in L.D.) and inserting the following:

20 **'10. Foreclosure.** For tenancies in buildings in which a foreclosure action brought
21 pursuant to section 6203-A or 6321 has been filed and is currently pending, or in which a
22 foreclosure judgment has been entered, if the landlord fails to maintain the premises in
23 compliance with the standards in subsection 1, a tenant may exercise the tenant's rights
24 pursuant to this section without regard to the cost of compliance limitations set forth in
25 subsection 2, except that the reasonable costs of compliance may not be more than the
26 equivalent of 2 months' rent. A tenant who exercises the tenant's rights under this
27 subsection and who thereafter seeks assistance pursuant to Title 22, chapter 1161 may not
28 have any amounts expended under this subsection counted as income pursuant to Title 22,
29 section 4301, subsection 7.'

30 Amend the bill in section 15 in §6026-A in the first indented paragraph in the next to
31 the last line (page 7, line 14 in L.D.) by striking out the following: "or tenant"

32 Amend the bill in section 24 in §6038 in subsection 2 in the 2nd line (page 12, line 38
33 in L.D.) by inserting after the following: "recover" the following: 'from the landlord'

34 **SUMMARY**

35 This amendment does the following.

36 1. It clarifies the duty of a landlord with regard to the conditional release, sale or
37 disposal of unclaimed property of a tenant.

38 2. It clarifies that a pest control agent employed by a landlord to control a bedbug
39 infestation must carry liability insurance.

40 3. It clarifies that a landlord must disclose to a tenant the tenant's costs of compliance
41 for requested bedbug inspection or control measures.

- 1 4. It requires that a landlord must notify a tenant of the reasons for and scope of the
2 request for access to premises to inspect for or control an infestation of bedbugs.
- 3 5. It amends the provision allowing a tenant to make necessary repairs to a property
4 in foreclosure and deduct those costs from monthly rent to remove language referring to a
5 successor to the interest of a landlord and to restrict the amount a tenant may deduct for
6 repair costs from rent to the equivalent of 2 months' rent.
- 7 6. It amends the definition of "basic necessities" to clarify that a municipality would
8 not have authority to obtain a lien against a landlord for the costs of basic necessities that
9 are the responsibility of a tenant.
- 10 7. It clarifies that a tenant has the ability to recover damages from the landlord for a
11 violation of the security deposit laws.