

# MAINE STATE LEGISLATURE

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# 125th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2011

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Legislative Document

No. 1198

H.P. 889

House of Representatives, March 21, 2011

### **An Act To Reduce Regulations for Residential Rental Property Owners**

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

A handwritten signature in cursive script that reads "Heather J.R. Priest".

HEATHER J.R. PRIEST  
Clerk

Presented by Representative PICCHIOTTI of Fairfield.  
Cosponsored by Senator SNOWE-MELLO of Androscoggin and  
Representatives: COTTA of China, FITTS of Pittsfield, LONGSTAFF of Waterville,  
McKANE of Newcastle, MORISSETTE of Winslow, RICHARDSON of Warren,  
SANDERSON of Chelsea, Senator: WHITTEMORE of Somerset.

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

2 **Sec. 1. 14 MRSA §6001, sub-§3, ¶B**, as amended by PL 2009, c. 566, §2, is  
3 further amended to read:

4 B. Complained as an individual, or if a complaint has been made in that individual's  
5 behalf, in good faith, of conditions affecting that individual's dwelling unit that may  
6 constitute a violation of a building, housing, sanitary or other code, ordinance,  
7 regulation or statute, presently or hereafter adopted, to a body charged with  
8 enforcement of that code, ordinance, regulation or statute, or such a body has filed a  
9 notice or complaint of such a violation; or

10 **Sec. 2. 14 MRSA §6001, sub-§3, ¶C**, as amended by PL 1989, c. 484, §1, is  
11 further amended to read:

12 C. Complained in writing or made a written request, in good faith, to the landlord or  
13 the landlord's agent to make repairs on the premises as required by any applicable  
14 building, housing or sanitary code, or by section 6021, or as required by the rental  
15 agreement between the parties; ~~or~~.

16 **Sec. 3. 14 MRSA §6001, sub-§3, ¶E**, as enacted by PL 2009, c. 566, §2, is  
17 repealed.

18 **Sec. 4. 14 MRSA §6001, sub-§5**, as enacted by PL 2009, c. 566, §3, is repealed.

19 **Sec. 5. 14 MRSA §6001, sub-§6** is enacted to read:

20 **6. Action for failure to pay rent or causing damage.** Notwithstanding subsection  
21 3, if an action of forcible entry and detainer is brought for failure to pay rent or for  
22 causing substantial damage to the premises, the presumption of retaliation does not apply.

23 **Sec. 6. 14 MRSA §6001, sub-§7** is enacted to read:

24 **7. Affidavit required.** If a tenant disputes the forcible entry and detainer action, the  
25 tenant shall file with the court an affidavit signed by the tenant attesting that the tenant is  
26 not in arrears in the payment of the rent as of the date of the filing of the motion for  
27 forcible entry and detainer.

28 **Sec. 7. 14 MRSA §6013, sub-§3**, as enacted by PL 2009, c. 566, §7, is repealed  
29 and the following enacted in its place:

30 **3. Release of property claimed.** The landlord may condition release of the property  
31 to the tenant upon payment of any fee or any other amount that may be owed to the  
32 landlord by the tenant, including rental arrearages, damages and costs of storage.

33 **Sec. 8. 14 MRSA §6013, sub-§4**, as enacted by PL 2009, c. 566, §7, is repealed.

34 **Sec. 9. 14 MRSA §6013, sub-§5, ¶A**, as enacted by PL 2009, c. 566, §7, is  
35 repealed.

1           **Sec. 10. 14 MRSA §6013, sub-§5, ¶B**, as enacted by PL 2009, c. 566, §7, is  
2 amended to read:

3           B. If the tenant ~~makes the claim as set forth in paragraph A~~ but fails to retrieve the  
4 property by the ~~24th~~ 14th day after the notice under subsection 2 is sent, the landlord  
5 may employ one or more of the remedies described in paragraph D.

6           **Sec. 11. 14 MRSA §6013, sub-§6** is enacted to read:

7           **6. Other conditions.** A lease or tenancy at will agreement may place additional  
8 conditions other than those specified in this section on the treatment of abandoned  
9 property.

10           **Sec. 12. 14 MRSA §6021-A, sub-§2, ¶D**, as enacted by PL 2009, c. 566, §8, is  
11 repealed.

12           **Sec. 13. 14 MRSA §6021-A, sub-§4, ¶D**, as enacted by PL 2009, c. 566, §8, is  
13 repealed.

14           **Sec. 14. 14 MRSA §6030-C**, as amended by PL 2009, c. 652, Pt. B, §2 and  
15 affected by §3, is further amended to read:

16           **§6030-C. Residential energy efficiency disclosure statement**

17           **1. Energy efficiency disclosure.** A landlord or other person who on behalf of a  
18 landlord enters into a lease or tenancy at will agreement for residential property that will  
19 be used by a tenant or lessee as a primary residence shall provide to potential tenants or  
20 lessees, upon request by those tenants or lessees, a residential energy efficiency  
21 disclosure statement in accordance with Title 35-A, section 10117, subsection 1 that  
22 includes, but is not limited to, information about the energy efficiency of the property.

23           **2. Provision of statement.** A landlord or other person who on behalf of a landlord  
24 enters into a lease or tenancy at will agreement shall provide the residential energy  
25 efficiency disclosure statement required under subsection 1 in accordance with this  
26 subsection. The landlord or other person who on behalf of a landlord enters into a lease  
27 or tenancy at will agreement shall provide the statement to any person who requests the  
28 statement in person ~~and shall post the statement in a prominent location in a property that~~  
29 ~~is being offered for rent or lease.~~ Before a tenant or lessee enters into a contract or pays a  
30 deposit to rent or lease a property, the landlord or other person who on behalf of a  
31 landlord enters into a lease or tenancy at will agreement shall provide the statement to the  
32 tenant or lessee, obtain the tenant's or lessee's signature on the statement and sign the  
33 statement. The landlord or other person who on behalf of a landlord enters into a lease or  
34 tenancy at will agreement shall retain the signed statement for a minimum of 7 years.

35           **Sec. 15. 14 MRSA §6030-D, sub-§1**, as amended by PL 2009, c. 566, §19, is  
36 repealed and the following enacted in its place:

37           **1. Testing.** Beginning January 1, 2010, a landlord or other person who purchases or  
38 otherwise obtains a residential building to be used as rental property shall have the air of  
39 the residential building tested for the presence of radon. A test required to be performed

1 under this section is only required to be performed on those residential units of the  
2 building located on the lowest level of the building. The test must be conducted by a  
3 person registered with the Department of Health and Human Services pursuant to Title  
4 22, chapter 165.

## 5 **SUMMARY**

6 This bill makes changes to the residential rental property laws, including:

7 1. Eliminating the presumption that a forcible entry and detainer action commencing  
8 after a tenant files a fair housing complaint is retaliatory;

9 2. Removing, in a forcible entry and detainer action, the tenant's affirmative defense  
10 that the landlord failed to provide reasonable accommodation pursuant to the Maine  
11 Human Rights Act or the federal Fair Housing Act;

12 3. Preventing the tenant from raising the presumption of retaliation if the forcible  
13 entry and detainer action is being brought for failure to pay the rent or substantial damage  
14 to the premises by the tenant;

15 4. Requiring a tenant disputing a forcible entry and detainer action to submit an  
16 affidavit to the court that the tenant is not in arrears in payment of the rent as of the date  
17 of the filing of the forcible entry and detainer action;

18 5. Changing the responsibilities of a landlord regarding property abandoned by the  
19 tenant, including allowing the landlord to require that the tenant pay any rent or storage  
20 fees to the landlord prior to the landlord's releasing the property;

21 6. Removing the requirement that the landlord disclose to a prospective tenant the  
22 existence of a bedbug infestation in a neighboring unit and the history of inspection of the  
23 rental units;

24 7. Requiring the landlord to provide energy efficiency disclosures only upon request  
25 by a prospective tenant; and

26 8. Amending the radon testing requirements to require testing only when the  
27 residential rental property is acquired by a landlord and only for those units on the lowest  
28 level of that residential property.