

MAINE STATE LEGISLATURE

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129th MAINE LEGISLATURE

FIRST REGULAR SESSION-2019

Legislative Document

No. 308

H.P. 232

House of Representatives, January 22, 2019

**An Act To Increase Notification Time Periods for Rent Increases
and Terminations of Tenancies at Will**

Reference to the Committee on Labor and Housing suggested and ordered printed.

A handwritten signature in cursive script that reads "R B. Hunt".

ROBERT B. HUNT
Clerk

Presented by Representative KESSLER of South Portland.
Cosponsored by Representatives: BROOKS of Lewiston, CARNEY of Cape Elizabeth,
GRAMLICH of Old Orchard Beach, HANDY of Lewiston, MAXMIN of Nobleboro,
RYKERSON of Kittery, SYLVESTER of Portland.

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 2015, c. 293, §6, is further
3 amended to read:

4 Tenancies at will must be terminated by either party by a minimum of ~~30~~ 60 days'
5 notice, except as provided in subsections 2 and 4, in writing for that purpose given to the
6 other party, but if the landlord or the landlord's agent has made at least 3 good faith
7 efforts to serve the tenant, that service may be accomplished by both mailing the notice
8 by first class mail to the tenant's last known address and by leaving the notice at the
9 tenant's last and usual place of abode. In cases when the tenant has paid rent through the
10 date when a ~~30-day~~ 60-day notice would expire, the notice must expire on or after the
11 date through which the rent has been paid. Either party may waive in writing the ~~30~~ 60
12 days' notice at the time the notice is given, and at no other time prior to the giving of the
13 notice. A termination based on a ~~30-day~~ 60-day notice is not affected by the receipt of
14 money, whether previously owed or for current use and occupation, until the date a writ
15 of possession is issued against the tenant during the period of actual occupancy after
16 receipt of the notice. When the tenancy is terminated, the tenant is liable to the process of
17 forcible entry and detainer without further notice and without proof of any relation of
18 landlord and tenant unless the tenant has paid, after service of the notice, rent that accrued
19 after the termination of the tenancy. These provisions apply to tenancies of buildings
20 erected on land of another party. Termination of the tenancy is deemed to occur at the
21 expiration of the time fixed in the notice. A ~~30-day~~ 60-day notice under this paragraph
22 and a 7-day notice under subsection 2 may be combined in one notice to the tenant.

23 **Sec. 2. 14 MRSA §6015**, as amended by PL 2003, c. 259, §1, is further amended
24 to read:

25 **§6015. Notice of rent increase**

26 Rent charged for residential estates may be increased by the lessor only after
27 providing at least ~~45~~ 75 days' written notice to the tenant. A written or oral waiver of this
28 requirement is against public policy and is void. Any person in violation of this section is
29 liable for the return of any sums unlawfully obtained from the lessee, with interest, and
30 reasonable attorney's fees and costs.

31 **SUMMARY**

32 This bill increases from 30 to 60 days the notice that a party must provide to
33 terminate a tenancy at will. It also increases from 45 to 75 days the notice that a landlord
34 must provide to increase the rent of a residential tenant.