

# MAINE STATE LEGISLATURE

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Date 6/15/23 Report 'C' LD 804  
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STATE OF MAINE  
HOUSE OF REPRESENTATIVES  
131ST LEGISLATURE  
FIRST SPECIAL SESSION

COMMITTEE AMENDMENT "B" to H P 493, L D 804, "An Act to Increase the Time Period for Notice to Terminate a Tenancy at Will"

Amend the bill by striking out everything after the enacting clause and inserting the following

'Sec. 1. 14 MRSA §6002, first ¶, as amended by PL 2015, c 293, §6, is further amended to read

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

Sec. 2. 14 MRSA §6002, sub-§5 is enacted to read

5. Increased notice required. Notwithstanding any provisions of this section governing the minimum time period for termination of tenancy at will to the contrary, on

1 the effective date of this subsection and until January 1, 2026, except as provided in  
 2 subsections 1, 2 and 4, notice for termination of tenancy at will must be provided as follows

3 A Except as provided in paragraph B, a landlord shall provide a tenant with at least 90  
 4 days' notice in writing for termination of tenancy at will. If the landlord or the  
 5 landlord's agent has made at least 3 good faith efforts to serve the tenant, that service  
 6 may be accomplished by both mailing the notice by first class mail to the tenant's last  
 7 known address and by leaving the notice at the tenant's last and usual place of abode.  
 8 In cases when the tenant has paid rent through the date when a 90-day notice would  
 9 expire, the notice must expire on or after the date through which the rent has been paid.  
 10 A termination based on a 90-day notice is not affected by the receipt of money, whether  
 11 previously owed or for current use and occupation, until the date a writ of possession  
 12 is issued against the tenant during the period of actual occupancy after receipt of the  
 13 notice. When the tenancy is terminated, the tenant is liable to the process of forcible  
 14 entry and detainer without further notice and without proof of any relation of landlord  
 15 and tenant unless the tenant has paid, after service of the notice, rent that accrued after  
 16 the termination of the tenancy. These provisions apply to tenancies of buildings erected  
 17 on land of another party. Termination of the tenancy is deemed to occur at the  
 18 expiration of the time fixed in the notice. A 90-day notice under this paragraph and a  
 19 7-day notice under subsection 2 may be combined in one notice to the tenant. A tenant  
 20 shall provide a landlord with at least 30 days' notice in writing for termination of  
 21 tenancy at will. Either party may waive in writing the required notice under this  
 22 paragraph at the time the notice is given, and at no other time prior to the giving of the  
 23 notice.

24 B If the landlord owns the building where the tenant resides, the building has fewer  
 25 than 4 dwelling units and the landlord occupies one of the dwelling units, the notice  
 26 required of a landlord under paragraph A is reduced to 30 days' notice.

27 This subsection is repealed January 1, 2026.

28 Amend the bill by relettering or renumbering any nonconsecutive Part letter or section  
 29 number to read consecutively

30 **SUMMARY**

31 This amendment strikes and replaces the bill and requires a tenant to provide at least  
 32 30 days' notice to terminate tenancy at will and a landlord to provide at least 90 days' notice  
 33 to terminate tenancy at will, except that if the landlord owns the building, the building has  
 34 fewer than 4 dwelling units and the landlord occupies one of those dwelling units, the  
 35 landlord must provide at least 30 days' notice to terminate tenancy at will