

MAINE STATE LEGISLATURE

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ACTS AND RESOLVES

AS PASSED BY THE

One Hundred and Fifth Legislature

OF THE

STATE OF MAINE

Published by the Director of Legislative Research in accordance with
the Revised Statutes of 1964, Title 3 Section 164, Subsection 6.

THE KNOWLTON AND MCLEARY COMPANY
FARMINGTON, MAINE
1971

PUBLIC LAWS
OF THE
STATE OF MAINE
AS PASSED BY THE
One Hundred and Fifth Legislature
1971

When a finding of probable cause has been made or an indictment has been returned against a person or a person has taken an appeal to the Superior Court, a Justice of the Superior Court, if requested by the attorney for the respondent, or ~~provided that the respondent consents in all cases if requested by the prosecuting attorney where a respondent raises the issue of criminal responsibility or indicates to the Court he is going to raise the issue of criminal responsibility~~, or by the court on its own motion for cause shown or providing that the respondent consents, may order the respondent examined to determine his mental condition with reference to the issues of criminal responsibility and competence to stand trial.

Effective September 23, 1971

Chapter 270

AN ACT to Provide an Implied Warranty and Covenant of Habitability in Leases of Dwellings.

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

R. S., T. 14, c. 710, additional. Title 14 of the Revised Statutes is amended by adding a new chapter 710, to read as follows:

CHAPTER 710

RENTAL PROPERTY

§ 6021. Implied warranty and covenant of habitability

In any written or oral lease or agreement for rental of a dwelling intended for human habitation, the landlord shall be deemed to covenant and warrant that such dwelling is fit for human habitation.

If the dwelling is not fit for human habitation, the tenant may, in addition to pursuing any remedies which may otherwise exist, rescind the rental contract and recover a just proportion of the rent. Consequential damages may not be awarded for the breach of the warranty of habitability. In order to rescind the rental contract the tenant, members of his family, his guests or his invitees must not have proximately caused the condition which makes the premises unfit for human habitation.

Before the tenant may rescind the rental contract he must have given the landlord written notice of the condition which makes the premises unfit for human habitation within 7 days of the discovery of the condition. At the time of notice the rent must be currently paid. If the landlord does not repair the condition within 30 days after the receipt of notice from the tenant, the tenant may then rescind the contract at any time within the next 30 days.

The 7-day period within which the tenant must notify the landlord commences at the time the tenant, in the exercise of reasonable care, could have discovered the condition.

Effective September 23, 1971