

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

LAWS  
OF THE  
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND EIGHTH LEGISLATURE

FIRST REGULAR SESSION

January 5, 1977 to July 25, 1977

PUBLISHED BY THE DIRECTOR OF LEGISLATIVE RESEARCH IN  
ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,  
TITLE 3, SECTION 164, SUBSECTION 6.

---

PORTLAND LITHOGRAPH COMPANY  
PORTLAND, MAINE  
1977

---

---

PUBLIC LAWS  
OF THE  
**STATE OF MAINE**

AS PASSED AT THE  
**FIRST REGULAR SESSION**

of the  
ONE HUNDRED AND EIGHTH LEGISLATURE

1977

---

---

Sec. 11. 20 MRSA § 3748, sub-§ 1, ¶ C, sub-¶ (1), 2nd ¶, as last repealed and replaced by PL 1975, c. 746, § 24-H, is amended by adding at the end the following new sentence:

In the state's fiscal year 1979, an administrative unit's state subsidy for special education tuition and board shall be based on the number of special education students which that unit was responsible for in fiscal year 1978, or the number of such students which that unit is responsible for in fiscal year 1979, or whichever number is less.

Sec. 12. 20 MRSA § 3748, sub-§ 3, ¶ H is enacted to read:

H. If the parents of a special education pupil change residence within the State at any time during the year, then the commissioner shall adjust the special education tuition and board estimates of the affected administrative units. If a unit petitions the commissioner and demonstrates that the tuition or board payments to a special education facility for the initial placement of an exceptional child by an administrative unit will cause that unit to exceed its total budgetary limitation, the commissioner may adjust the unit's allocation to include up to 90% of the amount of the tuition and board payments. The funds for such adjustment shall be limited to the amount appropriated by the Legislature under section 3747, subsection 6. School committees and boards of school directors shall be authorized to expend the funds allocated, notwithstanding any other statute. The commissioner is authorized, notwithstanding any other statute, to obtain expenditures and estimates of expenditures from the administrative units for the purpose of making necessary adjustments to the special education cost estimates for the state's fiscal year 1977.

Sec. 13. 20 MRSA § 3748, sub-§ 13 is enacted to read:

13. Reimbursement for special education. The commissioner is authorized to make tuition and board payments directly to private special education boarding schools which receive state wards or other pupils placed directly by the State.

Sec. 14. Expenditures. For the year beginning July 1, 1977, and ending June 30, 1978, the commissioner is authorized to expend any balances in funds appropriated for special education tuition and board in order to reimburse any unit in which the actual expenditures for special education tuition and board have exceeded the unit's estimated costs as adjusted by the commissioner.

Emergency clause. In view of the emergency cited in the preamble, this Act shall take effect for subsidy purposes when approved, except section 7 which shall take effect on July 1, 1978.

Effective June 22, 1977, unless otherwise indicated

---

## CHAPTER 359

AN ACT to Regulate Security Deposits on Residential Rental Units.

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

14 MRSA c. 710-A is enacted to read:

## CHAPTER 710-A

### SECURITY DEPOSITS ON RESIDENTIAL RENTAL UNITS

#### § 6031. Definitions

As used in this Part, unless the context otherwise indicates, the following words shall have the following meanings.

1. Normal wear and tear. "Normal wear and tear" means that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the tenant or members of his household or their invitees or guests.

2. Security deposit. "Security deposit" means any advance or deposit, regardless of its denomination, of money, the primary function of which is to secure the performance of a rental agreement for residential premises or any part thereof.

#### § 6032. Maximum security deposit

No lessor of a dwelling intended for human habitation shall require a security deposit equivalent to more than the rent for 2 months.

#### § 6033. Return of the security deposit

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

B. In the case of a tenancy at will, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later.

The written statement itemizing the reasons for the retention of any portion of the security deposit shall be accompanied by a full payment of the difference between the security deposit and the amount retained.

The landlord is deemed to have complied with this section by mailing the

statement and any payment required to the last known address of the tenant.

Nothing in this section shall preclude the landlord from retaining the security deposit for nonpayment of rent or nonpayment of utility charges which the tenant was required to pay directly to the landlord.

3. **Penalty.** If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

#### § 6034. Wrongful retention; damages

1. **Notice to landlord of intention to bring suit; presumption or failure to return deposit.** Should the landlord fail to return the security deposit and provide the itemized statement within the time periods in section 6033, the tenant shall give notice to the landlord of his intention to bring a legal action no less than 7 days prior to commencing the action. Should the landlord fail to return the entire security deposit within the 7-day period, it shall be presumed that the landlord is willfully and wrongly retaining the security deposit.

2. **Double damages for willful retention.** The willful retention of a security deposit in violation of this chapter shall render a landlord liable for double the amount of that portion of the security deposit wrongfully withheld from the tenant, together with reasonable attorney's fees and court costs.

3. **Burden of proof.** In any court action brought by a tenant under this section, the landlord shall bear the burden of proving that his withholding of the security deposit, or any portion of it, was not wrongful.

#### § 6035. Transfer of security deposit

1. **Landlord's termination of interests in the dwelling unit.** Upon termination of his interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver or otherwise, the person in possession of the security deposit, including, but not limited to, the landlord, his agent or his executor shall, within a reasonable time:

A. Transfer the funds, or any remainder after lawful deduction under this chapter, to the landlord's successor in interest and notify the tenant by mail of that transfer and of the transferee's name and address; or

B. Return the funds, or any remainder after lawful deductions under this section, to the tenant.

2. **Release from liability following compliance.** Upon compliance with this section, the person in possession of the security deposit shall be relieved of further liability, and the transferee, in relation to those funds, shall be deemed to have all of the rights and obligations of a landlord holding the funds as a security deposit.

#### § 6036. Waiver of provisions

Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this chapter for the benefit of a tenant or members of its household is waived shall be deemed to be against public policy and shall be void.

### § 6037. Exemptions

1. Federally guaranteed mortgages. Any of the provisions of this chapter relative to security deposits which may be in conflict with the terms of a mortgage guaranteed by the United States or any authority created under the laws thereof, shall not apply to security deposits held by a lessor who appears as the mortgagor in such a mortgage.

2. Owner-occupied buildings of 5 or fewer units. This chapter shall not apply to any tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord.

Effective October 24, 1977

---



---

## CHAPTER 360

AN ACT to Improve the Management of the Department of Conservation.

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

Sec. 1. 5 MRSA § 711, sub-§ 13 is enacted to read:

13. Officials, certain employees of the Department of Conservation. The director of the administrative services, the director of planning and program services, the bureau directors, the Director of the Land Use Regulation Commission, the forest insect manager, the environmental resource specialist, the hydrogeologist, the geology technician and such scalers and surveyors as are appointed by the Director of the Bureau of Public Lands.

Sec. 2. 10 MRSA c. 401, as amended, is repealed.

Sec. 3. 12 MRSA § 501, as last repealed and replaced by PL 1973, c. 460, § 1, is amended by adding at the end a new paragraph to read:

Except as prohibited by this paragraph and section 512, the Director of the Bureau of Forestry shall have the authority, on behalf of the bureau and with the consent of the Governor, to sell, grant, lease, transfer or otherwise convey any real or personal property, or interests therein, which are owned by, or are within the custody and control of, the bureau and which have been determined by the director to be surplus to the needs of the bureau. The director shall not sell the state nursery.

Sec. 4. 12 MRSA § 512, 2nd ¶, 2nd sentence, is amended to read:  
The lands acquired ~~within the limits described in this section~~ by the Bureau