

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND TWELFTH LEGISLATURE

FIRST REGULAR SESSION

December 5, 1984 to June 20, 1985

Chapters 1-384

PUBLISHED BY THE REVISOR OF STATUTES IN ACCORDANCE WITH
MAINE REVISED STATUTES ANNOTATED, TITLE 3, SECTION 163-A,
SUBSECTION 4.

J.S. McCarthy Co., Inc.
Augusta, Maine
1986

PUBLIC LAWS
OF THE
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est at the above rate from the date of payment of the refund. Interest shall accrue automatically, without being assessed by the State Tax Assessor, and shall be recoverable by the State Tax Assessor in the same manner as if it were a tax assessed under this Title. If the failure to pay a tax when required is explained to the satisfaction of the State Tax Assessor, he may abate or waive the payment of all or any part of that interest.

Except as otherwise provided in this Title, and except for taxes imposed pursuant to chapter 105, interest, at the rate determined by the State Tax Assessor for underpayments pursuant to this section, shall be paid from the date of overpayment upon any overpayment of tax, interest or penalty.

Sec. 2. 36 MRSA §506-A is enacted to read:

§506-A. Overpayment of taxes

Except as provided in section 506, a taxpayer who pays an amount in excess of that finally assessed shall be repaid the amount of the overpayment plus interest from the date of overpayment at a rate to be established by the municipality. The rate of interest may not exceed the interest rate established by the municipality for delinquent taxes reduced by 4% but may not be less than 8% nor greater than 12%. If a municipality fails to set a rate, it shall pay interest at the rate of 12%.

Sec. 3. Effective date. This Act shall take effect April 1, 1986.

Effective April 1, 1986.

CHAPTER 334

H.P. 534 - L.D. 909

AN ACT to Clarify the Rights of Tenants in
Mobile Home Parks.

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

30 MRSA §§4066-C and 4066-D are enacted to read:

§4066-C. Security deposits

1. Definitions. As used in this Part, unless the context otherwise indicates, the following terms have the following meanings.

A. "Normal wear and tear" means that deterioration which occurs, without negligence, carelessness, accident or abuse of the premises or equipment by the tenant or members of his household or their invitees or guests. The term "normal wear and tear" does not include sums or labor expended by the landlord in removing from the demised premises articles abandoned by the tenant, such as trash.

B. "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 a mobile home park lot.

2. Maximum security deposit. No lessor of a mobile home park lot shall require a security deposit equivalent to more than the rent for 3 months.

3. Return of security deposit. The following provisions apply to the retention and return of a security deposit.

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

B. A mobile home park operator shall return to a tenant the full security deposit deposited with the landlord by the tenant plus 4% annual interest or, if there is actual cause for retaining the security deposit or any portion of it, the mobile home park operator shall provide the tenant with a written statement, itemizing the reasons for the retention of the security deposit or any portion of it within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs first.

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 mobile home park operator 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 may preclude the mobile home park operator from retaining the security deposit for nonpayment of rent or nonpayment of utility charges which the tenant was required to pay directly to the mobile home park operator.

C. If a mobile home park operator fails to provide a written statement or to return the security deposit within the time specified in paragraph B, the park owner or operator shall forfeit his right to withhold any portion of the security deposit.

4. Wrongful retention; damages; burden of proof. The following provisions apply to the wrongful retention of a security deposit by a mobile home park operator.

A. If the mobile home park operator fails to return the security deposit and provide the itemized statement within 21 days as specified in subsection 3, paragraph B, the tenant shall give notice to the mobile home park operator of his intention to bring a legal action no less than 7 days prior to commencing the action. If the mobile home park operator fails 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.

B. The willful retention of a security deposit in violation of this chapter shall render a mobile home park operator 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.

C. In any court action brought by a tenant under this section, the mobile home park operator shall bear the burden of proving that his withholding of the security deposit, or any portion of it, was not wrongful.

§4066-D. Implied warranty and covenant of habitability

1. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a space in a mobile home park, the park owner or operator is deemed to covenant and warrant that the space and its associated facilities are fit for human habitation.

2. Complaints. If a condition exists in a space which renders the space unfit for human habitation, a

tenant may file a complaint against the park owner or operator in the District Court or Superior Court. The complaint shall state that:

A. A condition, which shall be described, endangers or materially impairs the health or safety of the tenants;

B. The condition was not caused by the tenant or another person acting under his control;

C. Written notice of the condition without unreasonable delay was given to the park owner or operator or to the person who customarily collects rent on behalf of the park owner or operator;

D. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and

E. The tenant was current in rental payments owing to the park owner or operator at the time written notice was given.

The notice requirement of paragraph C may be satisfied by actual notice to the person who customarily collects rents on behalf of the park owner or operator.

3. Remedies. If the court finds that the allegations in the complaint are true, the park owner or operator shall be deemed to have breached the warranty of fitness of human habitation established by this section as of the date when actual notice of the condition was given to the park owner or operator. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

A. The court may issue appropriate injunctions ordering the park owner or operator to repair all conditions which endanger or materially impair the health or safety of the tenant.

B. The court may determine the fair value of the use and occupancy of the space by the tenant from the date when the park owner or operator received actual notice of the condition until such time as the condition is repaired and further declare what, if any, money the tenant owes the park owner or operator or what, if any, rebate the park owner or operator owes the tenant for rent paid in excess of the value of use and occupancy. In

making this determination, there shall be a rebuttable presumption that the rental amount equals the fair value of the space free from any condition rendering it unfit for human habitation. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the park owner or operator.

C. The court may authorize the tenant to temporarily vacate the space if the space must be vacant during necessary repairs. No use and occupation charge may be incurred by a tenant until such time as the tenant resumes occupation of the space. If the park owner or operator offers reasonable alternative housing accommodations, the court may not surcharge the park owner or operator for alternate tenant housing during the period of necessary repairs.

D. The court may enter such other orders as the court may deem necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation.

Upon filing of a complaint under this section, the court shall enter such temporary restraining orders as may be necessary to protect the health or well-being of tenants or of the public.

4. Waiver. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the park owner or operator.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section shall be void.

5. Municipal ordinance or rule. Municipalities of this State may adopt or retain more stringent standards by ordinances, laws or rules provided in this section. Any less restrictive municipal ordinance, law or rule establishing standards is invalid and of no force and suspended by this section.