

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE
ONE HUNDRED AND SEVENTEENTH LEGISLATURE

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J.S. McCarthy Company
Augusta, Maine
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CHAPTER 208

S.P. 76 - L.D. 164

**An Act to Reduce the Number of
Days a Tenant May Be in Arrears for
Rent Payments**

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

Sec. 1. 14 MRSA §6002, as amended by PL 1993, c. 211, §2, is further amended to read:

§6002. Tenancy at will; buildings on land of another

Tenancies at will must be terminated by either party by a minimum of 30 days' notice, except as provided in subsection 1, 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 ~~where~~ when the tenant, if liable to pay rent, is not in arrears at the expiration of the notice, the 30 days' notice must be made to expire upon the date rent is due. 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. ~~The~~ 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.

1. Causes for 7-day notice of termination of tenancy. Notwithstanding any other provisions of this chapter, in the event that the landlord can show, by affirmative proof, that the tenant, the tenant's family or an invitee of the tenant has caused substantial damage to the demised premises ~~which~~ that the tenant has not repaired or caused to be repaired before the giving of the notice provided in this subsection, has caused or permitted a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy, or when the tenant is ~~14~~ 7 days or more in arrears in

the payment of his rent, the tenancy may be terminated by the landlord by 7 days' notice in writing for that purpose given to the tenant, and in the event that the landlord or ~~his~~ 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. If a tenant, who is ~~14~~ 7 days or more in arrears in the payment of his rent, pays the full amount of rent due before the expiration of the ~~7 days'~~ 7-day notice in writing, that notice ~~shall be~~ is void. Thereafter, in all residential tenancies, if the tenant pays all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually expended by the landlord before the issuance of the writ of possession as provided by section 6005, then the tenancy must be reinstated and no writ of possession may issue. Payment or written assurance of payment through the general assistance program, as authorized by the State or a municipality pursuant to Title 22, chapter ~~1254~~ 1161, ~~shall be given~~ has the same effect as payment in cash.

2. Ground for termination notice. ~~Any~~ A notice of termination issued pursuant to subsection 1 must indicate the specific ground claimed for issuing the notice. If a ground claimed is rent arrearage of ~~14~~ 7 days or more, the notice must also include a statement indicating the amount of the rent that is ~~14~~ 7 days or more in arrears as of the date of the notice ~~and that the tenant can negate the effect of the notice of termination as it applies to rent arrearage if the tenant pays the full amount of rent arrearage before the expiration of the notice.~~ A termination notice issued on the ground of rent arrearage must also state the following: "If you pay the amount of rent due as of the date of this notice before this notice expires, then this notice as it applies to rent arrearage is void." For all residential tenancies, a termination notice issued on the ground of rent arrearage must also state: "After this notice expires, if you pay all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually paid by the landlord before the writ of possession issues at the completion of the eviction process, then your tenancy will be reinstated." If the notice states an incorrect rent arrearage the notice can not be held invalid if the landlord can show the error was unintentional.

3. Breach of warranty of habitability as an affirmative defense. In an action brought by a landlord to terminate a rental agreement on the ground that the tenant is in arrears in the payment of his rent, the tenant may raise as a defense any alleged violation of the implied warranty and covenant of habitability, provided that the landlord or the landlord's agent has received actual or constructive notice of the alleged violation, and has unreasonably failed under the circumstances to take prompt, effective steps to repair

or remedy the condition and the condition was not caused by the tenant or another person acting under the tenant's control. Upon finding that the dwelling unit is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement, with the court assessing against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent thus owed ~~shall~~ must be paid on a pro rata basis, unless the parties agree otherwise, and payments ~~shall~~ become due at the same intervals as rent for the current rental period. The landlord may not charge the tenant for the full rental value of the property until such time as it is fit for human habitation.

Sec. 2. 14 MRSA §6005, first ¶, as amended by PL 1979, c. 327, §1, is further amended to read:

When the defendant is defaulted or fails to show sufficient cause, judgment ~~shall~~ must be rendered against ~~him~~ the defendant by the District Court for possession of the premises and a writ of possession be issued to remove ~~him~~ the defendant, which may be served by a constable. A writ of possession may not issue in any case in which the ground for termination of the tenancy was rent arrearage and the defendant paid the amount necessary to reinstate the tenancy as provided by section 6002.

See title page for effective date.

CHAPTER 209

S.P. 359 - L.D. 985

An Act to Amend the Law Dealing with Agreements for Recovery of Personal Property

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

Sec. 1. 33 MRSA §1869, sub-§5 is enacted to read:

5. Unfair trade practice. A person who makes a claim for compensation in violation of this section commits an unfair trade practice in violation of Title 5, section 207.

See title page for effective date.

CHAPTER 210

H.P. 795 - L.D. 1112

An Act to Authorize a Multi-day Bass Tournament Permit

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

Sec. 1. 12 MRSA §7154, as amended by PL 1993, c. 419, §15, is further amended to read:

§7154. Bass tournament permit

1. Application. Any bass club seeking approval to conduct a ~~one-day~~ bass tournament pursuant to this section may make application to the commissioner in a manner and form to be designated by the commissioner. The application ~~shall~~ must include the club's tournament rules, any amendments or changes to the rules and a schedule of the dates, places and times of the proposed tournament.

2. Issuance; notification to municipality. The commissioner, following a determination that the club has complied with all rules ~~promulgated~~ adopted pursuant to this section, may issue a permit to the applicant club authorizing the club to conduct the tournament during open season for black bass in waters free of ice. At least 10 days prior to issuing the permit, the commissioner shall notify any affected municipality of the receipt of an application for a multi-day bass tournament.

3. Fee. The fee for a permit to conduct a one-day bass tournament is \$20 for 1993, \$22 for 1994, \$23 for 1995 and \$24 for 1996 and every year thereafter.

The fee for a permit to conduct a bass tournament lasting more than one day is \$24 per day.

4. Restrictions. The commissioner shall ~~promulgate~~ adopt all rules necessary to carry out the purposes of this section, including, but not limited to:

A. Requiring that precautions be taken so that, if possible, all fish caught may be retained alive and, following the close of the tournament, be released into the body from which they were taken; ~~and~~

B. Fixing the maximum total value of prizes ~~which~~ that may be awarded at each tournament; and

C. Limiting the length of a tournament to 3 days. A tournament lasting more than one day must be a regional or multistate tournament sanctioned by the applicant bass club.