

Maine Revised Statutes Annotated [Currentness](#)

Title 14. Court Procedure--Civil

▢ [Part 7. Particular Proceedings](#)

→ [Chapter 710. Rental Property \(Refs & Annos\)](#)

→ **§ 6021. Implied warranty and covenant of habitability**

1. Definition. As used in this section, the term “dwelling unit” shall include mobile homes, apartments, buildings or other structures, including the common areas thereof, which are rented for human habitation.

2. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a dwelling unit, the landlord shall be deemed to covenant and warrant that the dwelling unit is fit for human habitation.

3. Complaints. If a condition exists in a dwelling unit which renders the dwelling unit unfit for human habitation, then a tenant may file a complaint against the landlord 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 landlord or to the person who customarily collects rent on behalf of the landlord;
- D. The landlord 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 landlord 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 landlord.

4. Remedies. If the court finds that the allegations in the complaint are true, the landlord shall be deemed to have breached the warranty of fitness for human habitation established by this section, as of the date when actual notice of the condition was given to the landlord. 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 landlord 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 dwelling unit by the tenant from the date when the landlord received actual notice of the condition until such time as the condition is repaired, and further declare what, if any, moneys the tenant owes the landlord or what, if any, rebate the landlord 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 dwelling unit 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 landlord.

C. The court may authorize the tenant to temporarily vacate the dwelling unit if the unit must be vacant during necessary repairs. No use and occupation charge shall be incurred by a tenant until such time as the tenant resumes occupation of the dwelling unit. If the landlord offers reasonable, alternative housing accommodations, the court may not surcharge the landlord 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 the 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.

5. 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 landlord.

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.

6. Heating requirements. It is a breach of the implied warranty of fitness for human habitation when the landlord is obligated by agreement or lease to provide heat for a dwelling unit and:

- A. The landlord maintains an indoor temperature which is so low as to be injurious to the health of occupants not suffering from abnormal medical conditions;
- B. The dwelling unit's heating facilities are not capable of maintaining a minimum temperature of at least 68 degrees Fahrenheit at a distance of 3 feet from the exterior walls, 5 feet above floor level at an outside temperature of minus 20 degrees Fahrenheit; or
- C. The heating facilities are not operated so as to protect the building equipment and systems from freezing.

Municipalities of this State are empowered to adopt or retain more stringent standards by ordinances, laws or regulations provided in this section. Any less restrictive municipal ordinance, law or regulation establishing standards are invalid and of no force and suspended by this section.

7. Repealed.

§ 6022. Receipts for rent payments and security deposits

1. Rent receipts required. A landlord or his agent shall provide a written receipt, as required in subsection 2, for each rental payment and each security deposit payment received partially or fully in cash from any tenant. This receipt shall be delivered to the tenant at the time the cash payment is accepted. If either the rent or security deposit is accepted in more than one installment instead of a single payment, a separate receipt shall be provided for each payment. If the payment for rent and security deposit is received at the same time, a separate receipt, properly identified in accordance with subsection 2, shall be issued each for the rental payment and for the security deposit.

2. Minimum information. The information contained in each receipt shall include, but is not limited to, the following: The date of the payment; the amount paid; the name of the party for whom the payment is made; the period for which the payment is being made; a statement that the payment is either for rent or for security deposit; the signature of the person receiving the payment; and the name of that person printed in a legible manner. A rent card retained by the tenant and containing the aforementioned information shall satisfy the requirements of this section.

3. Exemption. This section 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.

§ 6023. Agency

Any person authorized to enter into a residential rental agreement on behalf of the owner or owners of the premises shall be deemed to be the owner's agent for purposes of service of process and receiving and receipt-

ing for notices and demands.

§ 6024. Electric metering in common areas

No landlord may lease or offer to lease a dwelling unit in a multi-unit residential building where the expense of furnishing electricity to the common areas or other area not within the unit is the sole responsibility of the tenant in that unit, unless both parties to the lease have agreed in writing that the tenant will pay for such costs in return for a stated reduction in rent or other specified fair consideration that approximates the actual cost of electricity to the common areas. "Common areas" include, but are not limited to, hallways, stairwells, basements, attics, storage areas, fuel furnaces or water heaters used in common with other tenants. Except as provided in this section, a written or oral waiver of this requirement is against public policy and is void. Any person in violation of this section is liable to the lessee for actual damages or \$100, whichever is greater, and reasonable attorneys' fees and costs.

§ 6024-A. Landlord failure to pay for utility service

If a landlord fails to pay for utility service in the name of the landlord, the tenant, in accordance with Title 35-A, section 706, may pay for the utility service and deduct the amount paid from the rent due to the landlord.

§ 6025. Access to premises

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change.

2. Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of his intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

3. Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

4. Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

§ 6026. Dangerous conditions requiring minor repairs

1. Prohibition of dangerous conditions. No landlord leasing premises for human habitation may maintain or permit to exist on those premises any condition which endangers or materially impairs the health or safety of the tenants.

2. Tenant action if landlord fails to act. If a landlord fails to maintain a rental unit in compliance with the standards of subsection 1 and the reasonable cost of compliance is less than \$500 or an amount equal to 1/2 the monthly rent, whichever is greater, the tenant shall notify the landlord in writing of the tenant's intention to correct the condition at the landlord's expense. If the landlord fails to comply within 14 days after being notified by the tenant in writing by certified mail, return receipt requested, or as promptly as conditions require in case of emergency, the tenant may cause the work to be done with due professional care with the same quality of materials as are being repaired. Installation and servicing of electrical, oil burner or plumbing equipment must be by a professional licensed pursuant to Title 32. After submitting to the landlord an itemized statement, the tenant may deduct from the tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection. This subsection does not apply to repairs of damage caused by the tenant or the tenant's invitee.

3. Limitation on rights. No tenant may exercise his rights pursuant to this section if the condition was caused by the tenant, his guest or an invitee of the tenant, nor where the landlord is unreasonably denied access, nor where extreme weather conditions prevent the landlord from making the repair.

4. Limitation on reimbursement. No tenant may seek or receive reimbursement for labor provided by the tenant or any member of his immediate family pursuant to this section. Parts and materials purchased by the tenant are reimbursable.

5. Waiver. A provision in a lease, whether oral or written, in which the tenant waives either his rights under this section or the duty of the landlord to maintain the premises in compliance with the standards of fitness specified in this section or any other duly promulgated ordinance or regulation is void, except that 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 is binding on the

tenant and the landlord.

6. Rights are supplemental. The rights created by this section are supplemental to and in no way limit the rights of a tenant under section 6021.

7. Limitation on liability. Whenever repairs are undertaken by or on behalf of the tenant, the landlord shall be held free from liability for injury to that tenant or other persons injured thereby.

8. Application. This section does 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.

9. Lack of Heat. If the landlord fails to comply with the provisions of Title 14, section 6021, subsection 6, then the purchase of heating fuel by the tenant shall be deemed to be a “cost of compliance” within the meaning of subsection 2. For tenants on general assistance, municipalities shall have the rights of tenants under this subsection.

§ 6027. Repealed. Laws 1989, c. 245, § 6, eff. June 6, 1989

§ 6028. Penalties for late payment of rent

A landlord may assess a penalty against a residential tenant for late payment of rent for a residential dwelling unit according to this section.

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.

2. Maximum penalty. A landlord may not assess a penalty for the late payment of rent which exceeds 4% of the amount due for one month.

3. Notice in writing. A landlord may not assess a penalty for the late payment of rent unless the landlord gave the tenant written notice at the time they entered into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

§ 6029. Repealed

§ 6030. Unfair rental contracts

1. Illegal waiver of rights. It is an unfair and deceptive trade practice in violation of Title 5, section 207 for a landlord to require a tenant to enter into a rental agreement for a dwelling unit, as defined in section 6021, in which the tenant agrees to a lease or rule provision that has the effect of waiving a tenant right established in chapter 709, [FN1] this chapter and chapter 710-A. [FN2] This subsection does not apply when the law specifically allows the tenant to waive a statutory right during negotiations with the landlord.

2. Unenforceable provisions. The following rental agreement or rule provisions for a dwelling unit, as defined in section 6021, are specifically declared to be unenforceable and in violation of Title 5, section 207:

A. Any provision that absolves the landlord from liability for the negligence of the landlord or the landlord's agent;

B. Any provision that requires the tenant to pay the landlord's legal fees in enforcing the rental agreement;

C. Any provision that requires the tenant to give a lien upon the tenant's property for the amount of any rent or other sums due the landlord; and

D. Any provision that requires the tenant to acknowledge that the provisions of the rental agreement, including tenant rules, are fair and reasonable.

3. Exception. Notwithstanding subsection 2, paragraph B, a rental agreement or rule provision that provides for the award of attorney's fees to the prevailing party after a contested hearing to enforce the rental agreement in cases of wanton disregard of the terms of the rental agreement is not in violation of Title 5, section 207 and is enforceable.

[FN1] 14 M.R.S.A. § 6001 et seq.

[FN2] 14 M.R.S.A. § 6031 et seq.

§ 6030-A. Protection of rental property or tenants

1. Commencing action. A landlord may file a petition against a tenant, a guest or invitee of a tenant or the owner of a dangerous pet on the premises for the protection of rental property or tenants when the landlord, the landlord's employee or agent, the landlord's rental property or persons who are tenants of the landlord have experienced harm or have been threatened with harm by a tenant of the landlord, a guest or invitee of a tenant or a dangerous pet on the premises. The landlord may file the petition in the landlord's own name or, when the landlord has written authority from a tenant to do so, may file the action on behalf of the aggrieved tenant, or both.

2. Procedures and relief. Actions under this section are governed by the procedural provisions of Title 5, chapter 337-A. [FN1] In addition, a temporary order may be sought if the landlord's rental property is in an immediate and present danger of suffering substantial damage as a result of the defendant's actions, and additional injunctive relief may be granted enjoining the defendant from damaging the landlord's or aggrieved tenant's property or from threatening, assaulting, molesting, confronting or otherwise disturbing the peace of the landlord, the landlord's employee or agent or of any aggrieved tenant.

[FN1] 5 M.R.S.A. § 4651 et seq.

§ 6030-B. Environmental lead hazards

1. Environmental lead hazard disclosure. A landlord or other lessor of residential property shall provide to potential tenants and lessees a residential real property disclosure statement that includes, but is not limited to, information about the presence or prior removal of lead-based paint in accordance with Title 22, section 1328.

2. Application. The landlord or lessor shall provide the residential real property disclosure statement under subsection 1 when a structure that is part of the real property was built prior to 1978.

3. Notification of repairs. A landlord or other lessor of residential property who undertakes, or who engages someone else to undertake, any repair, renovation or remodeling activity in a residential building built before 1978 that includes one or more units that are rented for human habitation shall give notice of the activity and the risk of an environmental lead hazard pursuant to this subsection.

A. Notice must be given at least 30 days before the activity is commenced by:

- (1) Posting a sign on the building's exterior entry doors; and
- (2) A notice sent by certified mail to every unit in the building.

B. Notwithstanding paragraph A, notice may be given less than 30 days before the activity is commenced by:

- (1) Posting a sign on the building's exterior entry doors; and
- (2) Obtaining from one adult tenant of each unit in the building a written waiver of the 30-day notice requirement and a written acknowledgment of receipt of notice for the particular activity.

C. The waiver of the 30-day notice requirement pursuant to paragraph B must be in plain language, immedi-

ately precede the signature of the adult tenant, be printed in no less than 12-point boldface type and be in the following form or in a substantially similar form:

NOTICE: YOU ARE WAIVING YOUR RIGHT UNDER STATE LAW TO RECEIVE 30 DAYS' NOTICE PRIOR TO ANY REPAIR, RENOVATION OR REMODELING ACTIVITY TO A RESIDENCE BUILT BEFORE 1978. RESIDENCES BUILT BEFORE 1978 MAY CONTAIN LEAD PAINT SUFFICIENT TO POISON CHILDREN AND SOMETIMES ADULTS. WORKERS PERFORMING RENOVATIONS OR REPAIRS IN HOUSING BUILT BEFORE 1978 SHOULD USE LEAD-SAFE WORK PRACTICES THAT MINIMIZE AND CONTAIN LEAD DUST AND SHOULD CLEAN THE WORK AREA THOROUGHLY TO PREVENT LEAD POISONING.

D. For purposes of this subsection, “repair, renovation or remodeling activity” means the repair, reconstruction, restoration, replacement, sanding or removal of any structural part of a residence that may disturb a surface coated with lead-based paint.

E. For purposes of this subsection, “environmental lead hazard” means any condition that may cause exposure to lead from lead-contaminated dust or lead-based paint.

F. Emergency repairs are exempt from the notification provisions of this subsection. For purposes of this paragraph, “emergency repairs” means repair, renovation or remodeling activities that were not planned but result from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard or threatens equipment or property with significant damage.

G. A person who violates this subsection commits a civil violation for which a fine of up to \$500 per violation may be assessed. This paragraph is enforceable in either District Court or Superior Court.

H. This subsection may not be construed to limit a tenant's rights, a landlord's duties or any other provisions under section 6026 or Title 22, chapter 252. [\[FN1\]](#)

[\[FN1\]](#) 22 M.R.S.A. § 1314 et seq.

§ 6030-C. Residential energy efficiency disclosure statement

1. Energy efficiency disclosure. A landlord or other lessor of residential property that will be used by a tenant or lessee as a primary residence shall provide to potential tenants or lessees a residential energy efficiency disclosure statement in accordance with Title 35-A, section 10006, subsection 1 that includes, but is not limited to, information about the energy efficiency of the property.

2. Provision of statement. A landlord or other lessor shall provide the residential energy efficiency disclosure

statement required under subsection 1 in accordance with this subsection. The landlord or lessor shall provide the statement to any person who requests the statement in person and shall post the statement in a prominent location in a property that is being offered for rent or lease. Before a tenant or lessee enters into a contract or pays a deposit to rent or lease a property, the landlord or lessor shall provide the statement to the tenant or lessee, obtain the tenant's or lessee's signature on the statement and sign the statement. The landlord or lessor shall retain the signed statement for a minimum of 7 years.

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