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An Act To Amend the Landlord-tenant Laws

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

Sec. 1. 14 MRSA §6002, first ¶, as amended by PL 2003, c. 296, §1, is further amended to read:

Tenancies at will must be terminated by either party by a minimum of ~~30~~14 days' notice, except as provided in ~~subsections~~subsections 1 and 1-A, 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 when the tenant has paid rent through the date when a ~~30-day~~14-day notice would expire, the notice must expire on or after the date through which the rent has been paid. Either party may waive in writing the ~~30~~14 days' notice at the time the notice is given, and at no other time prior to the giving of the notice. A termination based on a ~~30-day~~14-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.

Sec. 2. 14 MRSA §6002, sub-§1-A is enacted to read:

1-A. Optional expedited procedure. Notwithstanding any other provision of this subchapter, this subsection sets out optional expedited procedures for terminations of tenancy under this section.

A. When 7-day notice is given under subsection 1 for causing substantial damage to the demised premises or for being 7 days or more in arrears in the payment of rent, at the expiration of the notice period the landlord may file with the court for a writ of possession.

(1) With regard to a termination for being 7 days or more in arrears in the payment of rent, the writ of possession under this paragraph must be issued by the court within one work day of the filing date unless the tenant applies to the court for a hearing, based on a good cause defense, and pays to the court in escrow for the landlord the full amount of the overdue rent and any associated fees paid by the landlord. After receiving the application for a hearing from the tenant and payment by the tenant of all amounts owed under this paragraph, the court shall schedule a hearing within 10 days and forward the amounts paid by the tenant to the landlord.

(2) With regard to a termination for substantial damages to the demised premises, the writ of possession under this paragraph must be issued by the court and may be relied upon by the landlord to execute the writ of possession.

B. A tenant who maintains that a landlord has proceeded under this subsection without just cause may maintain a separate civil suit against the landlord.

Sec. 3. 14 MRSA §6002, sub-§4 is enacted to read:

4. Procedure after 14-day notice. When 14-day notice for termination of tenancy is given under this section, at the expiration of the notice period the landlord may file with the court for a writ of possession. The tenant may apply for a hearing for good cause. After receiving the application for a hearing from the tenant, the court shall schedule a hearing within 10 days.

Sec. 4. 14 MRSA §6002, sub-§5 is enacted to read:

5. Filing fee. The filing fee for a forcible entry and detainer action under this section may not exceed \$10.

Sec. 5. 17-A MRSA §808 is enacted to read:

§ 808. Substantial damage to rental property

1. A person is guilty of substantial damage to rental property if that person intentionally, knowingly or recklessly causes substantial damage to rental property of another person, and that person has no reasonable ground to believe that the person has a right to do so.

2. Substantial damage to rental property is a Class D crime.

SUMMARY

This bill provides for expedited landlord-tenant forcible entry and detainer proceedings in certain situations. Causing substantial damage to rental property is designated a Class D crime in this bill.