Title 14: COURT PROCEDURE -- CIVIL

Chapter 710: RENTAL PROPERTY

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§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.

[1977, c. 401, §4 (NEW) .]

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.

[1977, c. 401, §4 (NEW) .]

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; [1977, c. 401, §4 (NEW).]

B. The condition was not caused by the tenant or another person acting under his control; [1977, c. 401, §4 (NEW).]

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; [1977, c. 401, §4 (NEW).]

D. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [1977, c. 401, §4 (NEW).]

E. The tenant was current in rental payments owing to the landlord at the time written notice was given. [1977, c. 401, §4 (NEW).]

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

[1977, c. 401, §4 (NEW) .]

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; [1977, c. 401, §4 (NEW).]

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. [1977, c. 696, §164 (AMD).]

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. [1981, c. 428, §9 (AMD).]

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. [1977, c. 401, §4 (NEW).]

[1981, c. 428, §9 (AMD) .]

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.

[1977, c. 401, §4 (NEW) .]

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; [1983, c. 764, §1 (NEW).]

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 [1983, c. 764, §1 (NEW).]

C. The heating facilities are not operated so as to protect the building equipment and systems from freezing. [1983, c. 764, §1 (NEW).]

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.

[1983, c. 764, §1 (NEW) .]

6-A. **Agreement regarding provision of heat.** A landlord and tenant under a lease or a tenancy at will may enter into an agreement for the landlord to provide heat at less than 68 degrees Fahrenheit. The agreement must:

A. Be in a separate written document, apart from the lease, be set forth in a clear and conspicuous format, readable in plain English and in at least 12-point type, and be signed by both parties to the agreement; [2009, c. 139, §1 (NEW).]

B. State that the agreement is revocable by either party upon reasonable notice under the circumstances; [2009, c. 139, §1 (NEW).]

C. Specifically set a minimum temperature for heat, which may not be less than 62 degrees Fahrenheit; and [2009, c. 139, §1 (NEW).]

D. Set forth a stated reduction in rent that must be fair and reasonable under the circumstances. [2009, c. 139, §1 (NEW).]

An agreement under this subsection may not be entered into or maintained if a person over 65 years of age or under 5 years of age resides on the premises. A landlord is not responsible if a tenant who controls the temperature on the premises reduces the heat to an amount less than 68 degrees Fahrenheit as long as the landlord complies with subsection 6, paragraph B or if the tenant fails to inform the landlord that a person over 65 years of age or under 5 years of age resides on the premises.

[2009, c. 139, §1 (NEW) .]

7. **Rights are supplemental.**

[1989, c. 484, §3 (NEW); T. 14, §6021, sub-§7 (RP) .]

SECTION HISTORY
1971, c. 270, (NEW). 1977, c. 401, §4 (RPR). 1977, c. 696, §164 (AMD). 1981, c. 428, §9 (AMD). 1983, c. 764, §1 (AMD). 1989, c. 484, §3 (AMD). 2009, c. 139, §1 (AMD).

§6021-A. TREATMENT OF BEDBUG INFESTATION

1. **Definition.** As used in this section, unless the context otherwise indicates, "pest control agent" means a commercial applicator of pesticides certified pursuant to Title 22, section 1471-D.

[2009, c. 566, §8 (NEW) .]

2. **Landlord duties.** A landlord has the following duties.

A. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall within 5 days conduct an inspection of the unit for bedbugs. [2009, c. 566, §8 (NEW).]

B. Upon a determination that an infestation of bedbugs does exist in a dwelling unit, the landlord shall within 10 days contact a pest control agent pursuant to paragraph C. [2009, c. 566, §8 (NEW).]

C. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as determined by a pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation. [2009, c. 566, §8 (NEW).]

D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation. [2009, c. 566, §8 (NEW).]

E. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs. [2009, c. 566, §8 (NEW).]

F. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under subsection 3, paragraph C. The landlord shall disclose to the tenant what the cost may be for the tenant's compliance with the requested bedbug inspection or control measure. After making this disclosure, the landlord may provide financial assistance to the tenant to prepare the unit for bedbug treatment. A landlord may charge the tenant a reasonable amount for any such assistance, subject to a reasonable repayment schedule, not to exceed 6

months, unless an extension is otherwise agreed to by the landlord and the tenant. This paragraph may not be construed to require the landlord to provide the tenant with alternate lodging or to pay to replace the tenant's personal property. [2011, c. 405, §9 (AMD).]

[2011, c. 405, §9 (AMD) .]

3. **Tenant duties.** A tenant has the following duties.

A. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit. [2009, c. 566, §8 (NEW).]

B. Upon receiving reasonable notice as set forth in section 6025, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent or the landlord's pest control agent and its employees access to the unit for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent. [2009, c. 566, §8 (NEW).]

C. Upon receiving reasonable notice as set forth in section 6025, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord and the pest control agent. The tenant's unreasonable failure to completely comply with the pest control measures results in the tenant's being financially responsible for all pest control treatments of the dwelling unit arising from the tenant's failure to comply. [2009, c. 566, §8 (NEW).]

[2009, c. 566, §8 (NEW) .]

4. **Remedies.** The following remedies are available.

A. The failure of a landlord to comply with the provisions of this section constitutes a finding that the landlord has unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy a condition that endangers or materially impairs the health or safety of a tenant pursuant to section 6021, subsection 3. [2009, c. 566, §8 (NEW).]

B. A landlord who fails to comply with the provisions of this section is liable for a penalty of $250 or actual damages, whichever is greater, plus reasonable attorney's fees. [2009, c. 566, §8 (NEW).]

C. A landlord may commence an action in accordance with section 6030-A and obtain relief against a tenant who fails to provide reasonable access or comply with reasonable requests for inspection or treatment or otherwise unreasonably fails to comply with reasonable bedbug control measures as set forth in this section. For the purposes of section 6030-A and this section, if a court finds that a tenant has unreasonably failed to comply with this section, the court may issue a temporary order or interim relief pursuant to Title 5, section 4654 to carry out the provisions of this section, including but not limited to:

(1) Granting the landlord access to the premises for the purposes set forth in this section;

(2) Granting the landlord the right to engage in bedbug control measures; and

(3) Requiring the tenant to comply with specified bedbug control measures or assessing the tenant with costs and damages related to the tenant's noncompliance.

Any order granting the landlord access to the premises must be served upon the tenant at least 24 hours before the landlord enters the premises. [2009, c. 566, §8 (NEW).]

D. In any action of forcible entry and detainer under section 6001, there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months before the commencement of the action, the tenant has asserted the tenant's rights pursuant to this section. The rebuttable presumption of retaliation does not apply unless the tenant asserted that tenant's rights pursuant to this section prior to being served with the eviction notice. There is no presumption of retaliation if the action for forcible entry and detainer is brought for failure to pay rent or for causing substantial damage to the premises. [2011, c. 405, §10 (AMD).]

[2011, c. 405, §10 (AMD) .]

SECTION HISTORY
2009, c. 566, §8 (NEW). 2011, c. 405, §§9, 10 (AMD).

§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.

[1979, c. 180, (NEW) .]

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.

[1979, c. 180, (NEW) .]

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.

[1979, c. 180, (NEW) .]

SECTION HISTORY
1979, c. 180, (NEW).

§6023. AGENCY

Any person authorized to enter into a residential lease or tenancy at will agreement on behalf of the owner or owners of the premises is deemed to be the owner's agent for purposes of service of process and receiving and receipting for notices and demands. [2009, c. 566, §9 (AMD).]

SECTION HISTORY
1979, c. 180, (NEW). 2009, c. 566, §9 (AMD).

§6024. HEAT AND UTILITIES IN COMMON AREAS

A landlord may not enter into a lease or tenancy at will agreement for a dwelling unit in a multi-unit residential building where the expense of furnishing heat or electricity or any other utility 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 or tenancy at will agreement 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 providing heat or utilities to the common areas. "Common areas" includes, but is 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 tenant for actual damages or $250, whichever is greater, and reasonable attorneys' fees and costs. In any action brought pursuant to this section, there is a rebuttable presumption that the landlord is aware that the tenant has been furnishing heat or utility service to common areas or other units. If the landlord rebuts this presumption, the landlord is required to comply with this section but is only liable to the tenant for actual damages suffered by the tenant. [2009, c. 566, §10 (AMD).]

SECTION HISTORY
1981, c. 176, (NEW). 1981, c. 400, (NEW). 1983, c. 480, §A10 (RAL). 1985, c. 638, §5 (AMD). 2009, c. 566, §10 (AMD).

§6024-A. LANDLORD FAILURE TO PAY FOR UTILITY SERVICE

1. **Deduct from rent.** 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.

[2009, c. 566, §11 (NEW) .]

2. **Award damages.** In addition to the remedy set forth in subsection 1, upon a finding by a court that a landlord has failed to pay for utility service in the name of the landlord, the court shall award to the tenant actual damages in the amount actually paid for utilities by the tenant or $100, whichever is greater, together with the aggregate amount of costs and expenses reasonably incurred in connection with the action. The court may also award to the tenant reasonable attorney's fees.

[2009, c. 566, §11 (NEW) .]

3. **Presumption.** In any action brought pursuant to subsection 2, there is a rebuttable presumption that the landlord knowingly failed to pay for the utility service. If the landlord rebuts this presumption, the landlord is liable to the tenant only for actual damages suffered by the tenant.

[2009, c. 566, §11 (NEW) .]

SECTION HISTORY
1989, c. 87, §1 (NEW). 2009, c. 566, §11 (RPR).

§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. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, "victim" has the same meaning as in section 6000, subsection 4.

[2015, c. 293, §11 (AMD) .]

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.

[1981, c. 428, §10 (NEW) .]

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.

[1999, c. 204, §1 (AMD) .]

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.

[1981, c. 428, §10 (NEW) .]

SECTION HISTORY
1981, c. 428, §10 (NEW). 1999, c. 204, §1 (AMD). 2015, c. 293, §11 (AMD).

§6026. DANGEROUS CONDITIONS REQUIRING MINOR REPAIRS

1. **Prohibition of dangerous conditions.** A landlord who enters into a lease or tenancy at will agreement renting premises for human habitation may not maintain or permit to exist on those premises any condition that endangers or materially impairs the health or safety of the tenants.

[2009, c. 566, §12 (AMD) .]

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.

[2005, c. 78, §1 (AMD) .]

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.

[1981, c. 428, §10 (NEW) .]

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.

[1981, c. 428, §10 (NEW) .]

5. **Waiver.** A provision in a lease or tenancy at will agreement in which the tenant waives either the tenant's 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 that 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.

[2009, c. 566, §13 (AMD) .]

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.

[1981, c. 428, §10 (NEW) .]

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.

[1981, c. 428, §10 (NEW) .]

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.

[1981, c. 428, §10 (NEW) .]

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.

[1983, c. 764, §2 (NEW) .]

10. **Foreclosure.** For tenancies in buildings in which a foreclosure action brought pursuant to section 6203-A or 6321 has been filed and is currently pending, or in which a foreclosure judgment has been entered, if the landlord fails to maintain the premises in compliance with the standards in subsection 1, a tenant may exercise the tenant's rights pursuant to this section without regard to the cost of compliance limitations set forth in subsection 2, except that the reasonable costs of compliance may not be more than the equivalent

of 2 months' rent. A tenant who exercises the tenant's rights under this subsection and who thereafter seeks assistance pursuant to Title 22, chapter 1161 may not have any amounts expended under this subsection counted as income pursuant to Title 22, section 4301, subsection 7.

[2009, c. 566, §14 (NEW) .]

SECTION HISTORY
1981, c. 428, §10 (NEW). 1983, c. 764, §2 (AMD). 1993, c. 236, §1 (AMD). 2005, c. 78, §1 (AMD). 2009, c. 566, §§12 - 14 (AMD).

§6026-A. MUNICIPAL INTERVENTION TO PROVIDE FOR BASIC NECESSITIES

In accordance with the procedures provided in this section, the municipal officers of any town or city or their designee may provide for basic necessities and any repair activities to ensure the continued habitability of any premises leased for human habitation. For the purposes of this section, "basic necessities" means those services, including but not limited to maintenance, repairs and provision of heat or utilities, that a landlord is otherwise responsible to provide under the terms of a lease, a tenancy at will agreement or applicable law. [2009, c. 566, §15 (AMD).]

1. **Imminent threat to habitability of leased premises exists.** The leased premises must be in need of basic necessities such that the municipal officers or their designee can make a finding that an imminent threat to the continued habitability of the premises exists.

[2009, c. 566, §15 (AMD) .]

2. **Attempt to contact landlord.** The municipal officers or their designee must document a good faith attempt to contact the landlord of the premises under subsection 1 regarding:

A. The municipality's determination of the threat to habitability; [2009, c. 135, §1 (NEW).]

B. The municipality's intention to provide for basic necessities; [2009, c. 566, §15 (AMD).]

C. The municipality's intention to subsequently recover the municipality's direct and administrative costs from the landlord; and [2009, c. 135, §1 (NEW).]

D. The landlord's ability to avert the municipality's actions by causing the provision of basic necessities by a time certain. [2009, c. 566, §15 (AMD).]

This communication to the landlord must be either in person, by telephone or by certified mail as may be warranted considering the degree or imminence of the threat.

[2009, c. 566, §15 (AMD) .]

3. **Municipality may provide for basic necessities.** If the landlord cannot be contacted in a timely manner or if the landlord does not cause the provision of basic necessities by a deadline identified by the municipal officers or their designee, the municipality may provide for basic necessities and whatever attendant activities may be necessary to ensure the proper functioning of the leased premises.

[2009, c. 566, §15 (AMD) .]

4. **Lien.** The municipality has a lien against the landlord of the leased premises for the amount of money spent by the municipality to provide for basic necessities and attendant activities pursuant to this section, as well as all reasonably related administrative costs pursuant to subsection 5.

[2009, c. 566, §15 (AMD) .]

5. **Filing of notice of lien; interest; costs.** The municipal officers or their designee shall file a notice of the lien under subsection 4 with the register of deeds of the county in which the property is located within 30 days of providing for basic necessities. That filing secures the municipality's lien interest for an amount equal to the costs recoverable pursuant to this section. Not less than 10 days prior to the filing, the municipal officers or their designee shall send notification of the proposed action by certified mail, return receipt requested, to the owner of the real estate and any record holder of the mortgage. The lien notification must contain the title, address and telephone number of the municipal officer or officers who authorized the provision of basic necessities, an itemized list of the costs to be recovered by lien and the provisions of this subsection regarding interest rates and costs. The lien is effective until enforced by an action for equitable relief or until discharged. Interest on the amount of money secured by the lien may be charged by the municipality at a rate determined by the municipal officers but in no event may the rate exceed the maximum rate of interest allowed by the Treasurer of State pursuant to Title 36, section 186. Interest accrues from and including the date the lien is filed. The costs of securing and enforcing the lien are recoverable upon enforcement.

[2009, c. 566, §15 (AMD) .]

SECTION HISTORY
2009, c. 135, §1 (NEW). 2009, c. 566, §15 (AMD).

§6027. DISCRIMINATION AGAINST FAMILIES WITH CHILDREN PROHIBITED

(REPEALED)

SECTION HISTORY
1983, c. 480, §A10 (RAL). 1987, c. 770, §§1-3 (AMD). 1989, c. 245, §6 (RP).

§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. [1987, c. 605, (AMD).]

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

[1987, c. 215, (NEW) .]

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.

[1987, c. 215, (NEW) .]

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.

[1987, c. 215, (NEW) .]

SECTION HISTORY
1987, c. 215, (NEW). 1987, c. 605, (AMD).

§6029. DISCRIMINATION BASED ON GENERAL ASSISTANCE ESCROW ACCOUNTS PROHIBITED

(REPEALED)

SECTION HISTORY
1989, c. 484, §4 (NEW). MRSA T. 14, §6029, sub-§3 (RP).

§6030. UNFAIR AGREEMENTS

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 lease or tenancy at will agreement for a dwelling unit, as defined in section 6021, in which the tenant agrees to a provision that has the effect of waiving a tenant right established in chapter 709, this chapter or chapter 710-A. This subsection does not apply when the law specifically allows the tenant to waive a statutory right during negotiations with the landlord.

[2009, c. 566, §16 (AMD) .]

2. **Unenforceable provisions.** The following lease or tenancy at will 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; [1991, c. 361, §2 (NEW); 1991, c. 361, §3 (AFF).]

B. Any provision that requires the tenant to pay the landlord's legal fees in enforcing the lease or tenancy at will agreement; [2009, c. 566, §16 (AMD).]

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 [1991, c. 361, §2 (NEW); 1991, c. 361, §3 (AFF).]

D. Any provision that requires the tenant to acknowledge that the provisions of the lease or tenancy at will agreement, including tenant rules, are fair and reasonable. [2009, c. 566, §16 (AMD).]

[2009, c. 566, §16 (AMD) .]

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

[2009, c. 566, §16 (AMD) .]

SECTION HISTORY
1991, c. 361, §2 (NEW). 1991, c. 361, §3 (AFF). 1991, c. 704, (AMD).
2009, c. 566, §16 (AMD).

§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.

[2003, c. 265, §1 (AMD) .]

2. **Procedures and relief.** Actions under this section are governed by the procedural provisions of Title 5, chapter 337-A. 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.

[1995, c. 650, §8 (NEW) .]

SECTION HISTORY
1995, c. 650, §8 (NEW). 2003, c. 265, §1 (AMD).

§6030-B. ENVIRONMENTAL LEAD HAZARDS

1. **Environmental lead hazard disclosure.**

[2011, c. 96, §1 (RP) .]

2. **Application.**

[2011, c. 96, §2 (RP) .]

3. **Notification of repairs.** A landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for 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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

C. The waiver of the 30-day notice requirement pursuant to paragraph B must be in plain language, immediately 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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

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. [2007, c. 238, §1 (NEW).]

[2009, c. 566, §17 (AMD) .]

SECTION HISTORY
2005, c. 339, §1 (NEW). 2007, c. 238, §1 (AMD). 2009, c. 566, §17 (AMD). 2011, c. 96, §§1, 2 (AMD).

§6030-C. RESIDENTIAL ENERGY EFFICIENCY DISCLOSURE STATEMENT

1. **Energy efficiency disclosure.** A prospective tenant who will be paying utility costs has the right to obtain from an energy supplier for the unit offered for rental the amount of consumption and the cost of that consumption for the prior 12-month period. A landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for residential property that will be used by a tenant or lessee as a primary residence shall provide to potential tenants or lessees who pay for an energy supply for the unit or upon request by a tenant or lessee a residential energy efficiency disclosure statement in accordance with Title 35-A, section 10117, subsection 1 that includes, but is not limited to, information about the energy efficiency of the property. Alternatively, the landlord may include in the application for the residential property the name of each supplier of energy that previously supplied the unit, if known, and the following statement: "You have the right to obtain a 12-month history of energy consumption and the cost of that consumption from the energy supplier."

[2011, c. 1, §21 (COR) .]

2. **Provision of statement.** A landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall provide the residential energy efficiency disclosure statement required under subsection 1 in accordance with this subsection. The landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall provide the statement to any person who requests the statement in person. Before a tenant or lessee enters into a contract or pays a deposit to rent or lease a property, the landlord or other person who on behalf of a landlord enters into a lease or tenancy at will

agreement 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 other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall retain the signed statement for a minimum of 3 years.

[2011, c. 405, §11 (AMD) .]

SECTION HISTORY
2005, c. 534, §1 (NEW). 2009, c. 566, §18 (AMD). 2009, c. 652, Pt. B, §2 (AMD). 2009, c. 652, Pt. B, §3 (AFF). RR 2011, c. 1, §21 (COR). 2011, c. 405, §11 (AMD).

§6030-D. RADON TESTING

1. **Testing.** By March 1, 2014, and, unless a mitigation system has been installed in that residential building, every 10 years thereafter when requested by a tenant, a landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for a residential building shall have the air of the residential building tested for the presence of radon. For a residential building constructed or that begins operation after March 1, 2014, a landlord or other person acting on behalf of a landlord shall have the air of the residential building tested for the presence of radon within 12 months of the occupancy of the building by a tenant. Except as provided in subsection 5, a test required to be performed under this section must be conducted by a person registered with the Department of Health and Human Services pursuant to Title 22, chapter 165.

[2013, c. 324, §2 (AMD) .]

1-A. **Short-term rentals.** As used in this section, "residential building" does not include a building used exclusively for rental under short-term leases of 100 days or less where no lease renewal or extension can occur.

[2011, c. 96, §3 (NEW) .]

2. **Notification.** Within 30 days of receiving results of a test with respect to existing tenants or before a tenant enters into a lease or tenancy at will agreement or pays a deposit to rent or lease a property, a landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for a residential building shall provide written notice, as prescribed by the Department of Health and Human Services, to a tenant regarding the presence of radon in the building, including the date and results of the most recent test conducted under subsection 1, 5 or 6, whether mitigation has been performed to reduce the level of radon, notice that the tenant has the right to conduct a test and the risk associated with radon. Upon request by a prospective tenant, a landlord or other person acting on behalf of a landlord shall provide oral notice regarding the presence of radon in a residential building as required by this subsection. The Department of Health and Human Services shall prepare a standard disclosure statement form for a landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for real property to use to disclose to a tenant information concerning radon. The form must include an acknowledgment that the tenant has received the disclosure statement required by this subsection. The department shall post and maintain the forms required by this subsection on its publicly accessible website in a format that is easily downloaded.

[2013, c. 324, §2 (AMD) .]

3. **Mitigation.**

[2013, c. 324, §2 (RP) .]

4. **Penalty; breach of implied warranty.** A person who violates this section commits a civil violation for which a fine of not more than $250 per violation may be assessed. The failure of a landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for a residential building to provide the notice required under subsection 2 or the falsification of a test or test results by the landlord or other person is a breach of the implied warranty of fitness for human habitation in accordance with section 6021.

[2013, c. 324, §2 (AMD) .]

5. **Testing by landlords.** A landlord or other person acting on behalf of a landlord may conduct a test required to be performed under this section on a residential building that, at a minimum, does not include an elevator shaft, an unsealed utility chase or open pathway, a forced hot air or central air system or private well water unless the water has been tested for radon by a person registered under Title 22, chapter 165 and the results show a radon level acceptable to the Department of Health and Human Services, or on a building otherwise defined in rules adopted by the Department of Health and Human Services. A test or testing equipment used as permitted under this subsection must conform to any protocols identified in rules adopted by the Department of Health and Human Services.

[2013, c. 324, §2 (NEW) .]

6. **Testing by tenants; disputed test results.** A tenant may conduct a test for the presence of radon in the tenant's dwelling unit in a residential building in conformity with rules adopted by the Department of Health and Human Services or have a test conducted by a person registered with the Department of Health and Human Services pursuant to Title 22, chapter 165. After receiving notice of a radon test from a tenant indicating the presence of radon at or in excess of 4.0 picocuries per liter of air, either the landlord shall disclose those results as required by subsection 2 or the landlord or other person acting on behalf of the landlord shall have a test conducted by a person registered with the Department of Health and Human Services pursuant to Title 22, chapter 165 and shall disclose the results of that test to the tenant as required by subsection 2.

[2013, c. 324, §2 (NEW) .]

7. **Reporting of test results.** A landlord or a person registered with the Department of Health and Human Services pursuant to Title 22, chapter 165 who has conducted a test of a residential building as required by this section or accepted the results of a tenant-initiated test as set forth in subsection 6 shall report the results of the test to the Department of Health and Human Services within 30 days of receipt of the results in a form and manner required by the department.

[2013, c. 324, §2 (NEW) .]

8. **Termination of lease or tenancy at will.** If a test of a residential building under this section reveals a level of radon of 4.0 picocuries per liter of air or above, then either the landlord or the tenant may terminate the lease or tenancy at will with a minimum of 30 days' notice. Except as provided in section 6033, a landlord may not retain a security deposit or a portion of a security deposit for a lease or tenancy at will terminated as a result of a radon test in accordance with this subsection.

[2013, c. 324, §2 (NEW) .]

SECTION HISTORY
2009, c. 278, §1 (NEW). 2009, c. 566, §19 (AMD). 2011, c. 96, §3 (AMD). 2011, c. 157, §1 (AMD). 2013, c. 324, §2 (AMD).

§6030-E. SMOKING POLICY

1. **Definition.** For the purposes of this section, unless the context otherwise indicates, "smoking" means carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke.

[2011, c. 199, §1 (NEW) .]

2. **Smoking policy disclosure.** A landlord who or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for residential premises that are used by a tenant or will be used by a potential tenant as a primary residence shall provide to the tenant or potential tenant a smoking policy disclosure that notifies tenants or potential tenants of the landlord's policy regarding smoking on the premises in accordance with subsection 3.

[2011, c. 199, §1 (NEW) .]

3. **Notification.** A landlord who or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for residential premises shall provide written notice to a tenant or potential tenant regarding the allowance or prohibition of smoking on the premises.

A. The notice must state whether smoking is prohibited on the premises, allowed on the entire premises or allowed in limited areas of the premises. If the landlord allows smoking in limited areas on the premises, the notice must identify the areas on the premises where smoking is allowed. [2011, c. 199, §1 (NEW).]

B. A landlord or other person who acts on behalf of a landlord may notify a tenant or potential tenant of a smoking policy by:

(1) Disclosing the smoking policy in a written lease agreement; or

(2) Providing a separate written notice to a tenant or potential tenant entering into a tenancy at will agreement. [2011, c. 199, §1 (NEW).]

C. Before a tenant or potential tenant enters into a contract or pays a deposit to rent or lease a property, the landlord or other person who acts on behalf of a landlord shall obtain a written acknowledgment of the notification of the smoking policy from the tenant or potential tenant. [2011, c. 199, §1 (NEW).]

[2011, c. 199, §1 (NEW) .]

4. **Construction.** This subsection restricts private causes of action based on violations of this section or smoking policies provided to tenants or potential tenants pursuant to this section.

A. A tenant or potential tenant may not maintain a private cause of action against a landlord or other person who acts on behalf of a landlord on the sole basis that the landlord or other person who acts on behalf of a landlord failed to provide the smoking policy disclosure required by this section. [2011, c. 199, §1 (NEW).]

B. A tenant or potential tenant may not use a violation of a smoking policy by another tenant as the basis for a private cause of action against a landlord or other person who acts on behalf of a landlord. [2011, c. 199, §1 (NEW).]

[2011, c. 199, §1 (NEW) .]

SECTION HISTORY
2011, c. 199, §1 (NEW).

§6030-F. FIREARMS IN FEDERALLY SUBSIDIZED HOUSING

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

A. "Firearm" has the same meaning as in Title 12, section 10001, subsection 21. [2015, c. 455, §1 (NEW).]

B. "Rental agreement" means an agreement, written or oral, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises. [2015, c. 455, §1 (NEW).]

C. "Subsidized apartment" means a rental unit for which the landlord receives rental assistance payments under a rental assistance agreement administered by the United States Department of Agriculture under the multifamily housing rental assistance program under Title V of the federal Housing Act of 1949 or receives housing assistance payments under a housing assistance payment contract administered by the United States Department of Housing and Urban Development under the housing choice voucher program, the new construction program, the substantial rehabilitation program or the moderate rehabilitation program under Section 8 of the United States Housing Act of 1937. "Subsidized apartment" does not include owner-occupied housing accommodations of 4 units or fewer. [2015, c. 455, §1 (NEW).]

[2015, c. 455, §1 (NEW) .]

2. **Prohibition or restriction on firearms prohibited.** A rental agreement for a subsidized apartment may not contain a provision or impose a rule that requires a person to agree, as a condition of tenancy, to a prohibition or restriction on the lawful ownership, use or possession of a firearm, a firearm component or ammunition within the tenant's specific rental unit. A landlord may impose reasonable restrictions related to the possession, use or transport of a firearm, a firearm component or ammunition within common areas as long as those restrictions do not circumvent the purpose of this subsection. A tenant shall exercise reasonable care in the storage of a firearm, a firearm component or ammunition.

[2015, c. 455, §1 (NEW) .]

3. **Damages; attorney's fees.** If a landlord brings an action to enforce a provision or rule prohibited under subsection 2, a tenant, tenant's household member or guest may recover actual damages sustained by that tenant, tenant's household member or guest and reasonable attorney's fees.

[2015, c. 455, §1 (NEW) .]

4. **Immunity.** Except in cases of willful, reckless or gross negligence, a landlord is not liable in a civil action for personal injury, death, property damage or other damages resulting from or arising out of an occurrence involving a firearm, a firearm component or ammunition that the landlord is required to allow on the property under this section.

[2015, c. 455, §1 (NEW) .]

5. **Exception.** This section does not apply to any prohibition or restriction that is required by federal or state law, rule or regulation.

[2015, c. 455, §1 (NEW) .]

SECTION HISTORY
2015, c. 455, §1 (NEW). RR 2017, c. 1, §8 (COR).

§6030-G. INJURIES OR PROPERTY DAMAGE INVOLVING AN ASSISTANCE ANIMAL

1. **No liability.** The owner, lessor, sublessor, managing agent or other person having the right to sell, rent, lease or manage a dwelling unit or any of their agents is not liable in a civil action for personal injury, death, property damage or other damages resulting from or arising out of an occurrence involving an assistance animal at the dwelling unit.

[2017, c. 61, §1 (NEW) .]

2. **Exceptions.** Subsection 1 does not limit the liability of the owner, lessor, sublessor, managing agent or other person having the right to sell, rent, lease or manage a dwelling unit or any of their agents:

A. In cases of gross negligence, recklessness or intentional misconduct on the part of the owner, lessor, sublessor, managing agent or other person having the right to sell, rent, lease or manage a dwelling unit or any of their agents; or [2017, c. 61, §1 (NEW).]

B. When the assistance animal is owned by or in the care of the owner, lessor, sublessor, managing agent or other person having the right to sell, rent, lease or manage a dwelling unit or any of their agents. [2017, c. 61, §1 (NEW).]

[2017, c. 61, §1 (NEW) .]

SECTION HISTORY
2017, c. 61, §1 (NEW).