

§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.

[PL 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.

[PL 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; [PL 1977, c. 401, §4 (NEW).]

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

E. The tenant was current in rental payments owing to the landlord at the time written notice was given. [PL 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.

[PL 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; [PL 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. [PL 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. [PL 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. [PL 1977, c. 401, §4 (NEW).]
[PL 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.
[PL 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; [PL 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 [PL 1983, c. 764, §1 (NEW).]

C. The heating facilities are not operated so as to protect the building equipment and systems from freezing. [PL 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.
[PL 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; [PL 2009, c. 139, §1 (NEW).]

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

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

D. Set forth a stated reduction in rent that must be fair and reasonable under the circumstances.
[PL 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.

[PL 2009, c. 139, §1 (NEW).]

7. Rights are supplemental.

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

SECTION HISTORY

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

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