



# 132nd MAINE LEGISLATURE

## FIRST SPECIAL SESSION-2025

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Legislative Document

No. 1927

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H.P. 1288

House of Representatives, May 6, 2025

### **An Act to Protect Housing Quality by Enacting Mold Inspection, Notification and Remediation Requirements**

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Reference to the Committee on Housing and Economic Development suggested and ordered printed.

A handwritten signature in cursive script, reading "Robert B. Hunt".

ROBERT B. HUNT  
Clerk

Presented by Representative KESSLER of South Portland.  
Cosponsored by Senator LIBBY of Cumberland and  
Representatives: MONTELL of Gardiner, SHAGOURY of Hallowell, WOODSOME of  
Waterboro.

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

2               **Sec. 1. 14 MRSA §6021-B** is enacted to read:

3       **§6021-B. Treatment of leaking, visible mold and dampness**

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

6               A. "Best practices" means mold assessment and remediation activities that are  
7 consistent with practices established in the Mold Remediation in Schools and  
8 Commercial Buildings guide published by the United States Environmental Protection  
9 Agency.

10              B. "Common areas" means spaces that are not living spaces and that one or more  
11 tenants have access to on a regular basis, such as entry points, access hallways and  
12 stairwells, laundry rooms and storage areas.

13              C. "Dampness" means chronic moisture or humidity conditions favorable to the growth  
14 of mold, bacteria or other biological organisms harmful to human health.

15              D. "Leaking event" means a water leak from flooding or a system or structural failure,  
16 such as a failure of a roof, window, door, plumbing system, foundation or appliance.

17              E. "Local health officer" has the same meaning as in Title 22, section 411, subsection  
18 9.

19              F. "Mold assessment professional" means an individual who possesses a mold  
20 assessment certification from an entity accredited by a 3rd party that verifies an entity's  
21 certificate program and is developed and operated in compliance with nationally  
22 recognized standards.

23              G. "Mold remediation professional" means an individual who possesses a mold  
24 remediation certification from an entity accredited by a 3rd party that verifies an  
25 entity's certificate program and is developed and operated in compliance with  
26 nationally recognized standards.

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

28              A. Upon written or oral notice of a leaking event in a dwelling unit or common area:

29                      (1) The landlord or the landlord's agent shall, within 24 hours, inspect the unit or  
30 common area and take all reasonable measures necessary to stop or reduce the  
31 scope of the leaking; and

32                      (2) Within 5 days, the landlord or the landlord's agent shall demonstrate reasonable  
33 effort to repair the source of the leak and restore the area, including by removing  
34 all porous building materials that have been wet for more than 48 hours.

35              B. For visible mold and dampness:

36                      (1) Upon written or oral notice from a tenant that a dwelling unit or a common  
37 area has visible mold or dampness, the landlord or the landlord's agent shall  
38 conduct an inspection of the unit or common area for visible mold growth or  
39 chronic moisture conditions within 5 days unless the tenant fails to provide access  
40 to the dwelling unit as required by subsection 3. If, during the inspection, an area

1 of visible mold greater than 6 square feet is found, the landlord shall have the  
2 property assessed by a mold assessment professional;

3 (2) Upon a determination that visible mold or dampness exists in a dwelling unit  
4 or common areas, the landlord or the landlord's agent shall, within 10 days, create  
5 a written repair, clean-up and restoration plan that is shared with the impacted  
6 tenant or tenants;

7 (3) Prior to any mold clean-up or restoration activities, the landlord or the  
8 landlord's agent shall repair the underlying leaking event or dampness problem;

9 (4) Areas of mold contamination less than or equal to 6 square feet may be  
10 remediated by the landlord or the landlord's agent. All mold remediation work  
11 must comply with this section; and

12 (5) Areas of mold contamination greater than 6 square feet must be remediated by  
13 a mold remediation professional in compliance with this section.

14 C. A landlord may employ only a mold assessment professional or mold remediation  
15 professional that carries valid liability insurance.

16 D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if  
17 the unit, an adjacent unit or a common area is currently experiencing a leaking event  
18 or has visible mold or dampness or if regular dehumidification is required to prevent  
19 dampness. Upon request from a tenant or prospective tenant, a landlord shall disclose  
20 the last date that the dwelling unit the landlord seeks to rent as well as adjacent units  
21 and common areas were inspected for evidence of a leaking event and visible mold and  
22 dampness and the results of those inspections.

23 E. A landlord may not offer for rent a dwelling unit if the landlord knows the dwelling  
24 unit has a leaking event or has visible mold or dampness or has an adjacent unit or a  
25 common area that has a leaking event or visible mold or dampness.

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

27 A. A tenant shall immediately notify a landlord or the landlord's agent when the tenant  
28 knows or suspects a leaking event occurring in the tenant's dwelling unit or a common  
29 area. Notification of a leaking event grants the landlord or the landlord's agent  
30 emergency access to the dwelling unit or common area.

31 B. Upon receiving reasonable notice pursuant to section 6025, including reasons for  
32 and the scope of the request for access to the premises, a tenant shall grant the landlord  
33 of the tenant's dwelling unit, the landlord's agent or the landlord's mold assessment  
34 professional or mold remediation professional and its employees access to the unit for  
35 the purposes of inspection, repair and restoration of the area impacted by visible mold  
36 or dampness.

37 C. If a mold assessment professional or mold remediation professional finds visible  
38 mold or dampness in the dwelling unit or in an adjacent unit, the mold assessment  
39 professional or mold remediation professional must be given additional access to the  
40 tenant's personal belongings as determined reasonable by the mold assessment  
41 professional or mold remediation professional.

42 D. Upon receiving reasonable notice pursuant to section 6025, a tenant shall comply  
43 with reasonable measures to accommodate mold assessment and remediation activities

1 in the tenant's dwelling unit or in common areas and shall regularly practice reasonable  
2 moisture control measures in the tenant's dwelling unit as set forth by the landlord or  
3 the mold remediation professional.

4 **4. Remedies.** The following remedies are available for violations of this section.

5 A. The failure of a landlord to comply with the provisions of this section constitutes a  
6 finding that the landlord has unreasonably failed under the circumstances to take  
7 prompt, effective steps to repair or remedy a condition that endangers or materially  
8 impairs the health or safety of a tenant pursuant to section 6021, subsection 3.

9 B. A landlord who fails to comply with the provisions of this section is liable for a  
10 penalty of \$350 or actual damages, whichever is greater, plus reasonable attorney's  
11 fees.

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

20 (1) Granting the landlord access to the dwelling unit for the purposes set forth in  
21 this section;

22 (2) Granting the landlord the right to engage in inspection, leak repair, visible mold  
23 and dampness assessment and mold remediation measures; and

24 (3) Requiring the tenant to comply with the specific moisture control measures or  
25 assessing the tenant with costs and damages related to the tenant's unreasonable  
26 noncompliance.

27 Unless there is an active leaking event, any order granting the landlord access to the  
28 dwelling unit must be served upon the tenant at least 24 hours before the landlord enters  
29 the dwelling unit.

30 D. In addition to the remedies permitted by this section, if the landlord fails to comply  
31 with this section, the tenant or a group of tenants may exercise the tenants' rights  
32 pursuant to section 6026 with respect to the tenants' units or common areas, except that  
33 the maximum reasonable cost of compliance set forth in section 6026, subsection 2  
34 does not apply.

35 E. In any action of forcible entry and detainer under section 6001, there is a rebuttable  
36 presumption that the action was commenced in retaliation against the tenant if, within  
37 6 months before the commencement of the action, the tenant asserted the tenant's rights  
38 pursuant to this section. The rebuttable presumption of retaliation does not apply  
39 unless the tenant asserted that tenant's rights pursuant to this section prior to being  
40 served with the eviction notice. There is no presumption of retaliation if the action for  
41 forcible entry and detainer is brought for failure to pay rent or for causing substantial  
42 damage to the premises.

**5. Additional enforcement mechanisms.** In addition to the remedies provided in subsection 4 for violations of this section:

A. Municipal code enforcement officers, local health officers and municipal officers have the authority to require compliance with this section;

B. Upon receipt of a request for an inspection from an occupant of a dwelling unit, municipal code enforcement officers, local health officers or other designated representatives or agents of the municipality shall use their best efforts to schedule and complete an inspection at a time mutually satisfactory to the occupant and the inspecting official. The inspection must be conducted within one business day after the receipt of a request alleging the existence of a leaking event or within 5 business days after the receipt of a request alleging the existence of visible mold and dampness; and

C. The municipality shall maintain a record of all requests for inspection received under this subsection, which must include at a minimum:

(1) The name of the person requesting the inspection, if provided, which may be kept confidential by the municipality;

(2) The time and date of the request;

(3) The address of the residence;

(4) The nature of the alleged violation or violations;

(5) The date the inspection is conducted;

(6) A summary of the findings of the inspection; and

(7) A summary of actions taken, including any decision not to conduct an inspection because the person who made the request is not an occupant of the dwelling unit.