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**JUDICIARY**

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**STATE OF MAINE  
SENATE  
132ND LEGISLATURE  
SECOND REGULAR SESSION**

COMMITTEE AMENDMENT “ ” to S.P. 881, L.D. 2176, “An Act to Create a Right to Judicial Review Under the Maine Civil Rights Act for Persons Erroneously Detained”

Amend the bill by striking out the title and substituting the following:

**'An Act to Safeguard Personal Information and Strengthen Tenant Rights in Maine'**

Amend the bill by striking out everything after the enacting clause and inserting the following:

**'Sec. 1. 5 MRSA §4651, sub-§2, ¶C**, as amended by PL 2025, c. 400, §1 and c. 417, §1, is further amended to read:

C. A single act or course of conduct constituting a violation of section 4681; Title 14, section ~~6025-B~~ or 9102; Title 17, section 2931; or Title 17-A, section 201, 202, 203, 204, 207, 208, 209, 210, 210-A, 211, 253, 254, 255-A, 256, 258, 259-A, 259-B, 260, 261, 282, 283, 301, 302, 303, 506, 506-A, 511, 511-A, 556, 802, 805, 806, 852 or 853; or

**Sec. 2. 14 MRSA §6025, sub-§3**, as amended by PL 1999, c. 204, §1, is further amended to read:

**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~~ \$250, 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.

**Sec. 3. 14 MRSA §6025-B** is enacted to read:

**COMMITTEE AMENDMENT**

1 **§6025-B. Disclosure of information**

2 **1. Definitions.** For purposes of this section, "personal information" means the  
3 following information about a tenant, prospective tenant, occupant or prospective occupant  
4 of a rental property:

5 A. Identifying information, including name, address, telephone number or e-mail  
6 address;

7 B. Information about racial or ethnic origins, religious beliefs, health conditions,  
8 sexual activity, sexual orientation, gender identity, national origin, citizenship,  
9 immigration status or alien registration number;

10 C. A social security number, driver's license number or nondriver identification card  
11 number;

12 D. Billing, financial or payment method information; or

13 E. Information concerning an individual's status as a victim of a crime. For the  
14 purposes of this paragraph, "victim" has the same meaning as in Title 17-A, section  
15 2101, subsection 2.

16 **2. Prohibition.** Except as provided in subsection 3, a landlord, a landlord's agent and  
17 any other person acting under the direction of the landlord may not, with the intent to  
18 harass, intimidate or otherwise cause a person to vacate a rental property outside of the  
19 judicial process as established in chapter 709, and without a legitimate business purpose,  
20 disclose to any person the personal information of a known tenant, prospective tenant,  
21 occupant or prospective occupant of a rental property owned or managed by the landlord  
22 without the express consent of the known or prospective tenant or occupant.

23 **3. Exceptions.** Notwithstanding subsection 2, a landlord, a landlord's agent and any  
24 other person acting under the direction of the landlord may disclose the personal  
25 information of a tenant, prospective tenant, occupant or prospective occupant of the rental  
26 property owned or managed by the landlord if the disclosure is:

27 A. In response to a valid discovery request, subpoena or judicial warrant with respect  
28 to any state administrative proceeding, state or federal judicial proceeding or state or  
29 federal criminal investigation;

30 B. Made to a state, local or county law enforcement agency in the State due to exigent  
31 circumstances or as reasonably necessary to prevent or prosecute a criminal act;

32 C. Reasonably necessary for the sale or refinancing of the property subject to the  
33 tenancy;

34 D. Reasonably necessary for the application for or receipt of funds and services related  
35 to federally supported or state-supported affordable housing programs; or

36 E. Reasonably necessary to respond to a request from a municipal code enforcement  
37 officer, fire inspector or similar municipal officer.

38 **4. Remedy.** If a landlord, a landlord's agent or any other person acting under the  
39 direction of the landlord discloses personal information in violation of this section, the  
40 tenant, prospective tenant, occupant or prospective occupant whose personal information  
41 was disclosed may recover actual damages or \$1,000, whichever is greater, and obtain  
42 injunctive relief to prevent the recurrence of the conduct. If the tenant, prospective tenant,

1 occupant or prospective occupant obtains a judgment after a contested hearing, the tenant,  
2 prospective tenant, occupant or prospective occupant whose personal information was  
3 disclosed may recover reasonable attorney's fees.'

4 Amend the bill by relettering or renumbering any nonconsecutive Part letter or section  
5 number to read consecutively.

6 **SUMMARY**

7 This amendment replaces the bill and changes the title. The amendment adds the  
8 disclosure of private information to the definition of "harassment" in the protection from  
9 harassment statute. The amendment increases from \$100 to \$250 the penalty when a  
10 landlord enters the dwelling of a tenant without reasonable notice. The amendment also  
11 makes it illegal for a landlord to disclose to any person the personal information of a tenant,  
12 prospective tenant, occupant or prospective occupant of a rental property owned or  
13 managed by the landlord without the express consent of the tenant, prospective tenant,  
14 occupant or prospective occupant, except in certain cases. The amendment creates a \$1,000  
15 penalty for a landlord who discloses personal information in violation of this provision.

16 **FISCAL NOTE REQUIRED**

17 **(See attached)**