



# 126th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2013

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Legislative Document

No. 1272

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H.P. 911

House of Representatives, March 28, 2013

### An Act To Amend the Process of Tenant Eviction

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Reference to the Committee on Veterans and Legal Affairs suggested and ordered printed.

*Millicent M. MacFarland*  
MILLICENT M. MacFARLAND  
Clerk

Presented by Representative CASAVANT of Biddeford. (BY REQUEST)

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

2 **Sec. 1. 14 MRSA §6001, sub-§6** is enacted to read:

3 **6. Notice required before defense of unhealthful or unsafe conditions.** A tenant  
4 may not raise as a defense to an action under this chapter or withhold rent due to the  
5 existence of a condition that violates the implied warranty and covenant of habitability  
6 under section 6021 or any other condition that endangers or materially impairs the health  
7 or safety of the tenants under section 6026 unless the tenant notified the landlord or the  
8 landlord's agent of the condition prior to receiving written notice from the landlord or the  
9 landlord's agent of the intention to terminate the tenancy.

10 **Sec. 2. 14 MRSA §6002, sub-§3**, as amended by PL 1995, c. 208, §1, is further  
11 amended to read:

12 **3. Breach of warranty of habitability as an affirmative defense.** In an action  
13 brought by a landlord to terminate a rental agreement by lease or tenancy at will on the  
14 ground that the tenant is in arrears in the payment of rent, the tenant may raise as a  
15 defense any alleged violation of the implied warranty and covenant of habitability,  
16 ~~provided that~~ as long as the landlord or the landlord's agent has received actual or  
17 constructive notice of the alleged violation prior to giving written notice to the tenant of  
18 the intention to terminate the tenancy, and has unreasonably failed under the  
19 circumstances to take prompt, effective steps to repair or remedy the condition and the  
20 condition was not caused by the tenant or another person acting under the tenant's control.  
21 Upon finding that the dwelling unit is not fit for human habitation and that the tenant  
22 notified the landlord or the landlord's agent of the condition prior to receiving written  
23 notice from the landlord or the landlord's agent of the intention to terminate the tenancy,  
24 the court shall permit the tenant either to terminate the rental agreement without prejudice  
25 or to reaffirm the rental agreement, with the court assessing against the tenant an amount  
26 equal to the reduced fair rental value of the property for the period during which rent is  
27 owed. The reduced amount of rent thus owed must be paid on a pro rata basis, unless the  
28 parties agree otherwise, and payments become due at the same intervals as rent for the  
29 current rental period. The landlord may not charge the tenant for the full rental value of  
30 the property until such time as it is fit for human habitation.

31 **Sec. 3. 14 MRSA §6010, sub-§1**, as enacted by PL 1977, c. 401, §3, is amended  
32 to read:

33 **1. Notice of condition.** The tenant, without unreasonable delay and prior to  
34 receiving the landlord's or the landlord's agent's written notice of the intention to  
35 terminate the tenancy, gave to the landlord or to the ~~person who customarily collects rent~~  
36 ~~on behalf of the landlord~~ landlord's agent written notice of a condition ~~which that~~  
37 rendered the rented premises unfit for human habitation;

38 **Sec. 4. 14 MRSA §6021, sub-§3, ¶C**, as enacted by PL 1977, c. 401, §4, is  
39 amended to read:

40 C. ~~Written~~ Prior to the tenant's receiving written notice from the landlord or the  
41 landlord's agent of the intention to terminate the tenancy, written notice of the

1 condition without unreasonable delay, was given to the landlord or to the ~~person who~~  
2 ~~customarily collects rent on behalf of the landlord~~ landlord's agent;

3 **Sec. 5. 14 MRSA §6026, sub-§3**, as enacted by PL 1981, c. 428, §10, is repealed  
4 and the following enacted in its place:

5 **3. Limitation on rights.** A tenant may not exercise the tenant's rights under this  
6 section if:

7 A. The tenant failed to notify the landlord or the landlord's agent of the condition  
8 prior to receiving written notice from the landlord or the landlord's agent of the  
9 intention to terminate the tenancy;

10 B. The condition was caused by the tenant;

11 C. The landlord is unreasonably denied access to repair the condition; or

12 D. Extreme weather conditions prevent the landlord from making the repair.

13 **SUMMARY**

14 This bill prohibits a tenant from raising as a defense to an eviction action or  
15 withholding rent due to the existence of a breach of the implied warranty and covenant of  
16 habitability or a condition that endangers or materially impairs the health or safety of the  
17 tenant if the tenant did not notify the landlord or the landlord's agent of the breach or  
18 condition prior to receiving written notice from the landlord or the landlord's agent of the  
19 intention to terminate the tenancy.