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Date: (Filing No. S-)

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**STATE OF MAINE
SENATE
129TH LEGISLATURE
FIRST REGULAR SESSION**

COMMITTEE AMENDMENT “ ” to S.P. 329, L.D. 1097, Bill, “An Act To Protect Tenants from Sexual Harassment”

Amend the bill in section 1 in subsection 2-A in the last line (page 1, line 6 in L.D.) by inserting after the following: "favours." the following: "Sexual harassment" includes retaliation for communicating about or filing a complaint of sexual harassment."

Amend the bill by striking out all of sections 2 to 5 and inserting the following:

'Sec. 2. 14 MRSA §6001, sub-§3, as amended by PL 2015, c. 293, §§2 to 4, is further amended to read:

3. Presumption of retaliation. In any action of forcible entry and detainer there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months prior to the commencement of the action, the tenant has:

- A. Asserted the tenant's rights pursuant to section 6021 or section 6030-D;
- B. Complained as an individual, or if a complaint has been made in that individual's behalf, in good faith, of conditions affecting that individual's dwelling unit that may constitute a violation of a building, housing, sanitary or other code, ordinance, regulation or statute, presently or hereafter adopted, to a body charged with enforcement of that code, ordinance, regulation or statute, or such a body has filed a notice or complaint of such a violation;
- C. Complained in writing or made a written request, in good faith, to the landlord or the landlord's agent to make repairs on the premises as required by any applicable building, housing or sanitary code, or by section 6021, or as required by the rental agreement between the parties;
- E. Prior to being served with an eviction notice, filed, in good faith, a fair housing complaint for which there is a reasonable basis with the Maine Human Rights Commission or filed, in good faith, a fair housing complaint for which there is a reasonable basis with the United States Department of Housing and Urban Development concerning acts affecting that individual's tenancy; or

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1 F. Prior to being served with an eviction notice, provided the landlord or the
2 landlord's agent with notice that the tenant or tenant's minor child is a victim; or

3 G. Prior to being served with an eviction notice, communicated to the landlord or the
4 landlord's agent about an act of sexual harassment or filed a complaint with a law
5 enforcement agency, the Maine Human Rights Commission or a court of an act of
6 sexual harassment by the landlord or the landlord's agent against the tenant or a
7 family or household member of the tenant.

8 If an action of forcible entry and detainer is brought for ~~failure to pay rent or for causing~~
9 ~~substantial damage to the premises~~ any reason set forth in section 6002, subsection 1 or
10 for violation of a lease provision, the presumption of retaliation does not apply, unless the
11 tenant has asserted a right pursuant to section 6026.

12 No writ of possession may issue in the absence of rebuttal of the presumption of
13 retaliation.

14 **Sec. 3. 14 MRSA §6001, sub-§6, ¶D-1** is enacted to read:

15 D-1. A tenant who is the victim of sexual harassment by a landlord or the landlord's
16 agent may terminate a lease as set forth in paragraph D if the tenant provides
17 documentation set forth in paragraph H.

18 **Sec. 4. 14 MRSA §6016-A** is enacted to read:

19 **§6016-A. Sexual harassment prohibited; Maine Human Rights Act**

20 A landlord or a landlord's agent may not subject a tenant to sexual harassment.

21 Nothing in this subchapter limits the application of the Maine Human Rights Act.'

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

24 **SUMMARY**

25 The bill addresses sexual harassment with regard to tenants in residential property.
26 This amendment clearly states a landlord or a landlord's agent may not subject a tenant to
27 sexual harassment. It retains the provision that nothing in the subchapter limits the
28 application of the Maine Human Rights Act, which addresses discrimination in housing.

29 The amendment revises the definition of "sexual harassment" to include retaliation
30 for communicating about or filing a complaint of sexual harassment.

31 The amendment replaces the rebuttable presumption that a forcible entry and detainer
32 action was commenced in retaliation against a tenant with additional options for the
33 tenant: the tenant raises the rebuttable presumption of retaliation by having
34 communicated to the landlord or the landlord's agent about an act of sexual harassment or
35 filed a complaint with a law enforcement agency, the Maine Human Rights Commission
36 or a court of an act of sexual harassment by the landlord or the landlord's agent against
37 the tenant or a family or household member of the tenant. The tenant must have made the
38 communication, which does not have to be in writing, or complaint prior to receiving the

1 eviction notice. This is consistent with current law that creates a rebuttable presumption
2 based on the tenant's filing a fair housing complaint prior to receiving an eviction notice.

3 In addition, the amendment provides that the defense of retaliation cannot be used in
4 an eviction if the action is brought because the tenant violated a lease provision or for any
5 reason that is listed in the Maine Revised Statutes, Title 14, section 6002, subsection 1 as
6 grounds for an eviction with 7 days' written notice. Thus, if the landlord commences an
7 eviction based on nonpayment of rent, for example, the fact that the tenant had
8 communicated about sexual harassment or filed a complaint of sexual harassment does
9 not create a presumption that the eviction is in retaliation for the assertion of that right.

10 The amendment also provides a tenant who is the victim of sexual harassment by the
11 landlord or the landlord's agent with the opportunity to terminate the lease early, using the
12 same process currently in law for a victim of domestic violence, sexual assault or
13 stalking, by providing specified written documentation with appropriate notice.

14 **FISCAL NOTE REQUIRED**

15 **(See attached)**