



P.O. Box 2438, Augusta, Maine 04338  
Telephone: 207/626-8115  
Fax: 207/626-9015  
E-Mail: [christy@maineindoorair.org](mailto:christy@maineindoorair.org)  
Web: [www.maineindoorair.org](http://www.maineindoorair.org)

---

## **Maine Indoor Air Quality Council Testimony in Support of LD 1344: An Act to Improve the Response Time to Mold Complaints**

*The Maine Indoor Air Quality Council ("MIAQC" or the "Council") is a 501(c)(3) nonprofit organization dedicated to creating healthy, productive, and environmentally sustainable indoor environments through education, communications, and advocacy. We are a membership organization of diverse professionals who design, construct, operate, maintain, investigate and remediate buildings of all types, as well as a broad variety of public health and environmental health professionals and practitioners.*

Senator Carney, Representative Kuhn, and Honorable Members of the Joint Standing Committee on Judiciary:

The Maine Indoor Air Quality Council has received hundreds of calls from tenants with unaddressed mold and moisture problems in their units. Often, these callers are experiencing health effects from the mold exposure, are frustrated by their landlords' perceived inadequate response, are discouraged by the limited availability of assistance at the state or municipal level, and are afraid of what the future holds for themselves and their family. The Council has developed an entire webpage on this issue (<https://maineindoorair.org/iaq-in-rental-properties>) that contains videographics, infographics, checklists for landlords and tenants to use to prevent mold in rental properties, as well as a 17 page toolkit to guide landlords and tenants through the process of identifying mold/moisture problems, communicating effectively with each other, and recommendations for proper clean up and repair. We have conducted trainings for code enforcement officers, municipalities, local health officers, landlord groups, tenant groups, and legal advocates. In spite of all this great work, the phone calls keep coming, and it is clear to the Maine Indoor Air Quality Council that the time has come for a legislative initiative to better address this challenge.

The Council supports the concept and intent of LD 1344, but this bill contains both technical errors on what mold is and how you investigate it, as well as key missing information, specifically:

- Nonsurface mold is not a term used to describe mold
- There is no definition of what is "unhealthy"
- While a local health officer is capable of identifying a visible mold problem in a rental unit, they are not trained nor do they have equipment to assess airborne mycotoxins from active mold spores (because if it's not on a surface mold it must therefore be airborne?)
- To what standard will the assessment, mold removal, and repair work be conducted, and what size mold problem can a landlord address themselves vs. when they need to hire a professional?
- 60 days is way too long: it takes just 24-48 hours for mold growth to begin on damp or wet building materials.

The Maine Indoor Air Quality Council has spent the past three years conducting a legal search of all warranty of habitability statutes in the U.S. and Canada to see what legislative models might work in Maine. We have interviewed all of the key stakeholders: landlords, tenants, codes officers, public health officers, legal advocates, and mold professionals on which strategies are both feasible and acceptable for Maine. The Council has also submitted a bill this session (LR 1868, sponsored by Representative Christopher Kessler) that represents the culmination of all this work. A copy of our draft bill is attached for your reference.

Our recommendation is to table this bill until LR 1868 is printed, so that a determination can be made regarding which legislative vehicle you wish to pursue, and in what manner.

I'm happy to answer any questions you may have, and I plan to be available for the work session to provide further comment.

Respectfully submitted by:

A handwritten signature in black ink, reading "Christine G. Crocker". The signature is fluid and cursive, with the first name "Christine" being more prominent than the last name "Crocker".

Christine G. Crocker, Executive Director

Maine Indoor Air Quality Council

Telephone: 207-626-8115; E-mail: [christy@maineindoorair.org](mailto:christy@maineindoorair.org)

April 14, 2025

**Bill Title: An Act to Protect Housing Quality**

**§6021-B. Managing leaking, visible mold, and dampness**

**1. Definitions.**

- a. Leaking events: water leaks from flooding, systems or structural failure (e.g., roofs, windows, doors, plumbing, foundations, appliance failure)
- b. Visible mold: Mold growth visible on porous and/or organic materials
- c. Dampness: Chronic moisture/humidity conditions in which mold, bacteria, and other biologicals will likely grow
- d. Best practices: Mold assessment and remediation activities must be consistent with practices established in the Mold Remediation in Schools and Commercial Buildings Guide published by the U.S. Environmental Protection Agency.
- e. Mold Assessment Professionals: Individuals hired for mold assessment activities must have a mold assessment certification accredited by a third-party entity that verifies an organization's program is developed and operated in compliance with nationally recognized standards.
- f. Mold Remediation Professionals: Individuals hired for mold remediation activities must have a mold remediation certification accredited by a third-party entity that verifies an organization's program is developed and operated in compliance with nationally recognized standards.
- g. Common areas: Non-living spaces that a tenant or all tenants have access to on a regular basis, such as entry points, access hallways and stairwells, laundry rooms, and storage areas.

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

**A. For Leaking Events**

- i. Upon written or oral notice of a leaking event in a dwelling unit and/or a common area, a landlord or their representative/agent shall immediately, but within no more than 12 hours, inspect the unit and/or common area and take necessary measures to stop and/or reduce the scope of the leaking.

*MLAOC Committee recommendation change to 24 hours.*

- ii. Within 5 days, a landlord or their representative/agent shall demonstrate reasonable effort to repair the source of the leak and restore the area. All porous building materials that have been wet for more than 48 hours shall be removed.

Formatted: Font: Italic

Deleted: i

**B. For Visible Mold and Dampness**

- i. Upon written or oral notice from a tenant that a dwelling unit and/or a common area may have visible mold or dampness, the landlord or their representative/agent shall within 5 days conduct an inspection of the unit and/or common area for visible mold

growth and/or chronic moisture/humidity conditions. If, during this inspection, an area of visible mold greater than 3 square feet is found, the landlord or their agent shall have the property assessed by a certified mold assessment professional as defined above.

ii. Upon a determination that visible mold or dampness conditions exist in a dwelling unit or common areas, the landlord or their agent/representative shall within 10 days create a written repair, clean-up, and restoration plan that is shared with the impacted tenant(s) and is signed by all parties.

Formatted: Font color: Red

*Remove the requirement that tenants must sign off on the repair plan.*

Formatted: Font: Italic

iii. Prior to any mold clean-up or restoration activities, the landlord or their agent/representative shall repair the underlying leaking or dampness problem.

iv. Areas of mold contamination less than or equal to 3 square feet may be remediated by the landlord or their agent. However, all mold remediation work shall comply with accepted best practice guidance as defined above.

v. Areas of mold contamination greater than 3 square feet shall be remediated by a professional as defined above, following best practice guidance as defined above.

- C. When hiring a mold assessment or remediation professional, the landlord shall employ a mold assessment or remediation agent that carries current liability insurance.
- D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if the unit, an adjacent unit, or common areas currently have leaking, visible mold, or dampness. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent as well as adjacent units and common areas were inspected for leaking, visible mold, and dampness and found to be free of leaking, visible mold, and dampness.
- E. A landlord may not offer for rent a dwelling unit that the landlord knows has leaking, visible mold, or dampness or has common areas or adjacent units with leaking, visible mold, or dampness.
- F. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested moisture repairs or mold remediation measures under subsection (need), paragraph (need). The landlord shall disclose to the tenant what the cost may be for the tenant's compliance with the requested moisture repairs and/or mold remediation. After making this disclosure, the landlord may provide financial assistance to the tenant to prepare the unit for moisture repairs and/or mold remediation. A landlord may charge the tenant a reasonable amount for any such assistance, subject to a reasonable repayment schedule, not to exceed 6 months, unless an extension is otherwise agreed to by the landlord and the tenant. This paragraph may not be construed to require the landlord to provide the tenant with alternate lodging or to pay to replace the tenant's personal property.

### 3. Tenant duties. A tenant has the following duties.

#### A. For leaking events.

- i. A tenant shall immediately notify a landlord or their representative/agent when the tenant knows of or suspects leaking in the tenant's dwelling unit or a common area. Notification of a leaking event grants the landlord/or their agent emergency access to the dwelling unit or common area.

- ii. Upon receiving reasonable notice as set forth in section 6025, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord or their representative/agent of the dwelling unit, or the landlord's restoration agent and its employees access to the unit for purposes of additional inspection, repair, and restoration of the area impacted by leaking.

**B. For Visible Mold and Dampness**

- i. A tenant shall promptly notify a landlord or their representative/agent when the tenant knows of or suspects visible mold or dampness in the tenant's dwelling unit or a common area.
- ii. Upon receiving reasonable notice as set forth in section 6025, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord or their representative/agent of the dwelling unit, or the landlord's mold assessment and/or remediation agent and its employees access to the unit for purposes of additional inspection, repair, and restoration of the area impacted by visible mold or dampness.
- iii. If the mold assessment or remediation agent finds visible mold or dampness in the dwelling unit or in an adjoining unit, the mold assessment or remediation agent may have additional access to the tenant's personal belongings as determined reasonable by the mold assessment and/or remediation agent.
- iv. Upon receiving reasonable notice as set forth in section 6025, a tenant shall comply with reasonable measures to accommodate mold assessment and remediation activities in their dwelling unit and/or common areas, as well as to regularly practice reasonable measures to manage moisture in their dwelling unit. The tenant's unreasonable failure to completely comply with the mold assessment and remediation measures results in the tenant's being financially responsible for all mold assessment and remediation treatments of the dwelling unit arising from the tenant's failure to comply.

**4. Remedies.** The following remedies are available.

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

B. A landlord who fails to comply with the provisions of this section is liable for a penalty of \$250 or all actual damages, whichever is greater, plus reasonable attorney's fees.

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

- (1) Granting the landlord access to the premises for the purposes set forth in this section;
- (2) Granting the landlord the right to engage in leak repair, mold and dampness assessment, and mold remediation measures; and
- (3) Requiring the tenant to comply with specified leaking, mold remediation measures or assessing the tenant with costs and damages related to the tenant's noncompliance.

Unless there is an active leak occurring in the dwelling unit, any order granting the landlord access to the premises must be served upon the tenant at least 24 hours before the landlord enters the premises.

- C. In addition to the other remedies permitted by this section, if the landlord fails to comply with this statute the tenant may exercise their rights pursuant to 14 M.R.S. 6026 except that the tenant may spend what is necessary to repair, assess, and remediate leaking, visible mold, and dampness in their dwelling unit.
- D. Multiple tenants within a building may pool their resources to repair, assess, and remediate leaking, visible mold, and dampness in common areas that impact multiple dwelling units.
- E. In any action of forcible entry and detainer under section 6001, there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months before the commencement of the action, the tenant has asserted the tenant's rights pursuant to this section. The rebuttable presumption of retaliation does not apply unless the tenant asserted that tenant's rights pursuant to this section prior to being served with the eviction notice. There is no presumption of retaliation if the action for forcible entry and detainer is brought for failure to pay rent or for causing substantial damage to the premises.

## 5. ADDITIONAL Enforcement MECHANISMS

In addition to the remedies provided in Section 4:

- A. Municipal code enforcement officers, local health officers or other designated representatives or agents of the municipality shall have the authority to require compliance with this section.
- B. ~~When tenants have exhausted all options with their landlord or his agent to address a leaking or mold/dampness problem, municipal code enforcement officers, local health officers or other designated representatives or agents of the municipality, upon receipt of a request for an inspection from an occupant of the dwelling, shall use their best efforts to schedule and complete an inspection at a time mutually satisfactory to the occupant and the municipal agents. The inspection shall be conducted within five business days.~~
- C. The municipality shall keep a record of all requests for inspections, ~~as well as what actions were taken, if any, following inspection.~~

**Deleted:** M

**Deleted:** board of health

**Deleted:** one business day after the receipt of a request if alleged conditions include violations for leaking events, and within five business days after receipt of a request if alleged conditions include violations for visible mold and dampness.

**Deleted:** which shall include but need not be limited to the following:¶  
 (1) Name of the person requesting the inspection if provided, which may be kept confidential by the municipality¶  
 (2) Time and date of each request; ¶  
 (3) Location of the residence; ¶  
 (4) The nature of the alleged violation(s); ¶  
 (5) Date the inspection is conducted; and ¶  
 (6) Summary of findings. ¶  
 (7) A summary of actions taken including any decision not to conduct an inspection requested by a person who is not an occupant.

**Formatted:** Indent: Hanging: 0.25"

**Formatted:** Font: Italic