

EVICTIONS IN MAINE

Year	Number of Evictions	Percent of Units
2014	6261	4%
2015	6186	4%
2016	5836	4%
2017	5781	4%
2018	5825	4%
2019	5152	3%
2020(Covid)	3858	2%
2021	3439	2%
2022	4090	3%
2023	5794	4%
2024	4843	3%
2025	4392	3%

Sources for eviction numbers Maine Judicial Branch for 2020 to 2025, Maine State Housing and Portland Press Herald for 2014 to 2019.

Rental Units in Maine 2022 154,612 per Maine State Housing

Questions on Numbers:

Does the number of evictions include actions to recover personal property?

Does the total number of units include mobile home parks where the tenant owns the home, but rents the lot?

Does the total number of units include people who rent just a room in a house?

How many units has Maine added since 2022?

Below is an information sheet for the Sheriff for service of Notices, Complaints and Writs. Please complete the form to the best of your ability and return it to our office. **If the building is secured** (there is an outer locked door before the apartment is reached) **the Sheriff will need a key or code with this sheet.** Thank you.

SHERIFF'S SERVICE INFORMATION

PERSON(S) TO BE SERVED:

Name(s): _____

Home Street Address: _____

Phone: _____ **Aggressive dogs?** _____

House/Apartment Building/Mobile Home (circle one) Apt. # _____ Which floor?

Building numbered? Yes / No Apartment numbered? Yes / No Other Info: _____

Entrance location: Front / Rear / Left / Right

****Can Sheriff get to apartment door without a key or code? Yes / No ** If No, please provide a key or code** _____

Color of building: _____ Side of Street: Left/Right _____

Directions or landmarks to location if not an in-town street address:

Time of day or evening the person will most likely be home: Days / Evenings Other .

Does the person work and is there someone else who would be home? _____

Is there anything else the serving officer should be aware of about the person(s) being served?

Eviction Intake

It is critical that we have the following information and that it is correct. If the information we are given is wrong, you will be responsible for the additional document and service fees needed to fix the errors. Incorrect information can also cause the case to be thrown out at Trial. Please read the following questions carefully and answer them as completely as possible. Thank you!

To the best of my knowledge, the information below is true and accurate.

Client signature

Date

We will need copies of the following documents:

- Lease or any written agreements you have with the tenant
- Any Housing or Rental Assistance Contracts
- Notice of Rent Increase given to tenants if issued within past 6 months**
- Tenant payment ledger

1. Whose name is on the deed of the property? _____
2. Is this property held in a Trust? Yes No
If held in Trust, who are the Trustees? _____
3. Is there currently or has there ever been a Rent to Own agreement with this tenant? Yes No
4. Is there a written lease? Yes No
5. Has the written lease expired? Yes No
We must provide a copy of the most recent written lease to the Court for the tenant being evicted, even if that lease has expired.
6. Is there a Property Manager? Yes No
7. Who is the contact person (Property Manager, Landlord) for this eviction?
Name: _____
Address: _____
Phone: _____
E-mail: _____
8. What is the mailing address for the Landlord/Owner if different from above? _____
9. What is the tenant's address? _____

10. Please list the name of every adult whom you know to be living at this address:

11. Is the tenant month-to month or are they under a year-long lease? Month to Month Year Lease

12. Is the tenant being evicted for failure to pay rent? If so, how much rent do they owe for each month? What is the total amount of rent owed?

<u>Month</u>	<u>Amount Owed</u>	<u>Total Rent Owed</u>
_____	_____	\$ _____
_____	_____	
_____	_____	
_____	_____	
_____	_____	

13. If not for rent owed, what is the reason for the eviction?

14. Do you receive housing assistance or other rental assistance on this unit? Yes No

15. Is this a covered property under the CARES Act? Yes No

Covered properties under the CARES Act include most properties which receive Federal funding in the form of rent subsidies or subsidized mortgages. If this is a CARES Act property, you MUST give the tenant a 30-Day Notice, not just a 7-Day Notice.

16. If you do receive rental assistance, have you notified the agency that you are evicting this tenant?

Yes No

17. Is this a mobile home park? Yes No

If yes, does the tenant own the mobile home? Yes No

18. Would you like the Sheriff to serve the eviction notice? (recommended) Yes No

19. **IF YOU ARE SERVING THE NOTICE YOURSELF, YOU MUST FOLLOW THIS PROCEDURE:**

- The tenant may be served IN HAND (you hand the notice to them) OR
- You **must** make THREE good faith attempts to give the notice to them. Write the date and times of these attempts on the notice for your records and keep a copy. After three attempts, you **must post** the notice on their door AND **must mail** a copy of the notice to the tenant via First Class mail.

GENERAL OVERVIEW OF THE EVICTION PROCESS IN MAINE

Step 1: Landlord gives Notice to Tenant (Notices may also be served by Sheriff, cost varies)

- a) 7-Day Notice for failure to pay rent or damage to property or Statutory reasons
- b) 30-Day Notice for no reason or cause if in a year-long lease

Step 2: Tenant moves out or Eviction Process Begins

- a) Complaint, Summons, Notice Regarding Electronic Service and Residential FED Information and Mediation Request is served by Sheriff (cost varies) upon Tenant at least 14 days before the eviction court date.
- b) The Complaint packet is filed with the Court (\$100) upon Sheriff's Return of Service.

Step 3: FED (Eviction) Hearing is held.

- c) Landlord brings lease and pertinent financial records to Court. The person who served the 7-or 30-Day Notices upon the tenant **must** attend the FED Hearing unless Notice was served by the Sheriff.
- d) At the Courthouse, the Landlord and Tenant may reach an agreement.
- e) Trial is held and Judgement Issued
 - 1. If Tenant wins, they remain in rental unit
 - 2. If Landlord wins, a Writ of Possession is requested from Court 7 days after Hearing date (\$25) and is served upon the Tenant. The Sheriff either gives the Writ to the Tenant in hand or must post the Writ three times over the course of two days. The tenant has 48 hours from the time of service to move out.
 - a. Tenant moves out or Landlord contacts our office. We will contact the Serving Officer or provide you with their number. The Officer will arrange a time to accompany Landlord to the rental unit to forcibly remove Tenant and allow Landlord to change locks on premises.
 - b. If the Tenant leaves belongings behind, the Landlord **must** send an Abandoned Property Letter to the Tenant at their mailing address. The letter must list the items left behind and state that the Tenant has 7 days to contact the Landlord to arrange a time to pick up their items or their belongings will be disposed of. If the Tenant contacts the Landlord, the Landlord must hold the property for 14 days from the date of the letter. If the Tenant **does not** contact the Landlord, the belongings may be disposed of seven days after the date of the Abandoned Property Letter. We can send this letter for you if you call with a list of abandoned items.
 - c. Occasionally, an agreement will be reached for the Tenant to move out on a certain day in return for a Stipulation for Dismissal to be filed with the Court. If the Landlord tells us the Tenant moved as agreed, we will file a Stipulation for Dismissal, which prevents the eviction from remaining on the Tenant's record.

7-DAY NOTICE OF TERMINATION OF TENANCY

To: **XX** and All Other Occupants

This is to notify and require you to quit and deliver up to **XX**, seven days from the date that this notice is served upon you, possession of **XX** belonging to **XX**, because of your being 7 days or more in arrears in payment of rent. Specifically, you are in arrears in the amount of **\$XX** for the month of **XX** 2026.

If you pay the amount of rent due as of the date of this notice before this notice expires, then this notice as it applies to rent arrearage is void.

After this notice expires, if you pay all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually paid by the landlord before the writ of possession issues at the completion of the eviction process, then your tenancy will be reinstated.

Payment by you of any amount less than the full amount due will be credited to the amount you owe, but will not negate this notice, nor shall acceptance of the payment constitute a waiver of the landlord's right to continue termination of your tenancy.

You have the right to contest this termination in Court.

Dated: 2026

Daniel J. Bernier, Esq., Bar Number 7747
Attorney for **xx**

STATE OF MAINE
xx COUNTY, SS.

RETURN OF SERVICE

On the ____ day of _____ 2026, I made service of the within 7 Day Notice of Quit and the CV-256 Residential Forcible Entry and Detainer (Eviction) Information Sheet and Mediation Request on **XX** and All other occupants of **XX Maine** by the following means:

_____ Service to the above _____ in hand.

_____ Service to _____, a person of suitable age and discretion who was then residing at Tenant's usual residence, in hand.

_____ Service by mailing the above notice by First Class mail to the Tenant's last known address, and by leaving the above notice at the Tenant's last and usual place of abode, after three (3) attempts on _____ at _____, _____ at _____ and _____ at _____, in good faith, to serve the tenant personally.

Dated this _____ day of _____, 2026

Civil Deputy

30-DAY NOTICE OF TERMINATION OF TENANCY

To: **xx** and All Other Occupants

This is to notify and require you to quit and deliver up to **xx**, thirty days from the date that this notice is served upon you, possession of **xx** belonging to **xx**. The purpose of this notice is to terminate your tenancy.

You have the right to contest this termination in Court.

Dated: **xx**

Daniel J. Bernier, Esq., Bar Number 7747
Attorney for **xx**

STATE OF MAINE
XX, SS.

RETURN OF SERVICE

On the ____ day of _____, 2026, I made service of the within 30 Day Notice to Quit and the CV-256 Residential Forcible Entry and Detainer (Eviction) Information Sheet and Mediation Request on **XX** and All other occupants of **XX** by the following means:

_____ Service to the above _____ in hand.

_____ Service to _____, a person of suitable age and discretion who was then residing at Tenant's usual residence, in hand.

_____ Service by mailing the above notice by First Class mail to the Tenant's last known address, and by leaving the above notice at the Tenant's last and usual place of abode, after three (3) attempts on _____ at _____, _____ at _____ and _____ at _____, in good faith, to serve the tenant personally.

Dated this ____ day of _____, 2026

Civil Deputy

MAINE JUDICIAL BRANCH

Plaintiff

DISTRICT COURT

v.

Location (Town): _____

Docket No.: _____

Defendant(s)

And All Other Occupants

COMPLAINT FOR RESIDENTIAL FORCIBLE ENTRY AND DETAINER
M.R. Civ. P. 80D

NOW COMES the Plaintiff _____ and states as follows:

1. The plaintiff is the owner of the premises located at _____, Maine;

2. The defendant(s) is/are residential tenant(s) or occupant(s) at said premises.

3. The basis for eviction is (check all that apply):

- The defendant(s) is/are more than _____ months in arrears of payment of rent;
- The defendant(s) has/have breached certain terms and conditions of the lease;
- The defendant(s) has/have engaged in other conduct that justifies eviction under applicable law;
- Other (please specify): _____.

4. The defendant(s) was/were served with a Notice to Quit on (mm/dd/yyyy) _____.

OR

The defendant(s) was/were not served with a Notice to Quit.

5. A copy of the following is attached to this complaint (check all that apply):

- The Notice to Quit served on the defendant(s);
- The lease agreement signed by the parties;
- Other (please specify): CV-256, Notice Regarding Electronic Service, Exhibit A
- There is nothing attached to this complaint.

ADA Notice: The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation, contact the Court Access Coordinator, accessibility@courts.maine.gov, or a court clerk.
Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov.

MAINE JUDICIAL BRANCH

- 6. Additional allegations in support of the plaintiff's claim (if you need additional space, attach a separate sheet):

WHEREFORE, Plaintiff demands Judgment for possession of said premises and for its costs and that this Court issue a Writ of Possession directing the Sheriff to cause Plaintiff to have possession of the premises located at _____ Maine.

Date (mm/dd/yyyy): _____

Plaintiff Attorney for Plaintiff

Daniel J. Bernier, Esq.

Printed Name

7747

Bar Number (if applicable)

Plaintiff Attorney: Daniel J. Bernier, Esq.
 Mailing Address: Law Office of Daniel J. Bernier, LL
 179 Main St., Ste. 304
 Waterville, ME 04901
 Telephone (Office): (207) 877-8969
 Email: dan@bernierlawoffice.com

Plaintiff:
 Mailing Address: _____

 Telephone (Cell): _____
 Email: _____

Defendant Attorney: _____
 Mailing Address: _____

 Telephone (Office): _____
 Email: _____

Defendant:
 Mailing Address: _____

 Telephone (Cell): _____
 Email: _____

Defendant Attorney: _____
 Mailing Address: _____

 Telephone (Office): _____
 Email: _____

Defendant:
 Mailing Address: _____

 Telephone (Cell): _____
 Email: _____

Please note: Cell phone and email information are for court purposes only.

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