

§6026. Dangerous conditions requiring minor repairs

1. Prohibition of dangerous conditions. A landlord who enters into a lease or tenancy at will agreement renting premises for human habitation may not maintain or permit to exist on those premises any condition that endangers or materially impairs the health or safety of the tenants.

[PL 2009, c. 566, §12 (AMD).]

2. Tenant action if landlord fails to act. If a landlord fails to maintain a rental unit in compliance with the standards of subsection 1 and the reasonable cost of compliance is less than \$500 or an amount equal to 1/2 the monthly rent, whichever is greater, the tenant shall notify the landlord in writing of the tenant's intention to correct the condition at the landlord's expense. If the landlord fails to comply within 14 days after being notified by the tenant in writing by certified mail, return receipt requested, or as promptly as conditions require in case of emergency, the tenant may cause the work to be done with due professional care with the same quality of materials as are being repaired. Installation and servicing of electrical, oil burner or plumbing equipment must be by a professional licensed pursuant to Title 32. After submitting to the landlord an itemized statement, the tenant may deduct from the tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection. This subsection does not apply to repairs of damage caused by the tenant or the tenant's invitee.

[PL 2005, c. 78, §1 (AMD).]

3. Limitation on rights. No tenant may exercise his rights pursuant to this section if the condition was caused by the tenant, his guest or an invitee of the tenant, nor where the landlord is unreasonably denied access, nor where extreme weather conditions prevent the landlord from making the repair.

[PL 1981, c. 428, §10 (NEW).]

4. Limitation on reimbursement. No tenant may seek or receive reimbursement for labor provided by the tenant or any member of his immediate family pursuant to this section. Parts and materials purchased by the tenant are reimbursable.

[PL 1981, c. 428, §10 (NEW).]

5. Waiver. A provision in a lease or tenancy at will agreement in which the tenant waives either the tenant's rights under this section or the duty of the landlord to maintain the premises in compliance with the standards of fitness specified in this section or any other duly promulgated ordinance or regulation is void, except that a written agreement whereby the tenant accepts specified conditions that may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration is binding on the tenant and the landlord.

[PL 2009, c. 566, §13 (AMD).]

6. Rights are supplemental. The rights created by this section are supplemental to and in no way limit the rights of a tenant under section 6021.

[PL 1981, c. 428, §10 (NEW).]

7. Limitation on liability. Whenever repairs are undertaken by or on behalf of the tenant, the landlord shall be held free from liability for injury to that tenant or other persons injured thereby.

[PL 1981, c. 428, §10 (NEW).]

8. Application. This section does not apply to any tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord.

[PL 1981, c. 428, §10 (NEW).]

9. Lack of Heat. If the landlord fails to comply with the provisions of Title 14, section 6021, subsection 6, then the purchase of heating fuel by the tenant shall be deemed to be a "cost of compliance" within the meaning of subsection 2. For tenants on general assistance, municipalities shall have the rights of tenants under this subsection.

[PL 1983, c. 764, §2 (NEW).]

10. Foreclosure. For tenancies in buildings in which a foreclosure action brought pursuant to section 6203-A or 6321 has been filed and is currently pending, or in which a foreclosure judgment has been entered, if the landlord fails to maintain the premises in compliance with the standards in subsection 1, a tenant may exercise the tenant's rights pursuant to this section without regard to the cost of compliance limitations set forth in subsection 2, except that the reasonable costs of compliance may not be more than the equivalent of 2 months' rent. A tenant who exercises the tenant's rights under this subsection and who thereafter seeks assistance pursuant to Title 22, chapter 1161 may not have any amounts expended under this subsection counted as income pursuant to Title 22, section 4301, subsection 7.

[PL 2009, c. 566, §14 (NEW).]

SECTION HISTORY

PL 1981, c. 428, §10 (NEW). PL 1983, c. 764, §2 (AMD). PL 1993, c. 236, §1 (AMD). PL 2005, c. 78, §1 (AMD). PL 2009, c. 566, §§12 - 14 (AMD).

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