PINE TREE LEGAL ASSISTANCE

The Rights of Tenants in Maine

Find more easy-to-read legal information at www.ptla.org

Contents

	Page
How To Use This Handbook	2
Tips Before You Rent	2
Types of Rental Agreements	3
Security Deposits	4
Rent and Late Fees	6
General Assistance	7
Rent Increases	7
Unsafe or Unfit Housing	8
Evictions	12
Notice or Warning	12
Court Hearing	14
Defenses	14
Abandoned Property	16
Sale of Your Building	17
Discrimination	18
Electric Charge for Common Areas	18
Cable TV,Dishes and Antennas	19
Landlord Entering Your Home	19
Subsidized Housing	20
Mobile Home Parks	20
Park Rules	21
Eviction	22
Unsafe or Unfit Conditions	24
Sale of Your Mobile Home	24
Sale of Park	25

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How To Use This Handbook

This handbook gives you a quick look at Maine's landlord-tenant laws as of December 2007. The law is always changing. Also, you may need more information. If you have a problem with your landlord, ask for legal help. Call Pine Tree Legal or a lawyer you know.

If your rent is subsidized, read the "Subsidized Housing" section at page 20 first. **If you own your own mobile home and rent a lot**, go to "Mobile Home Parks" at page 20.

This handbook sometimes refers you to **Small Claims Court**. Call Pine Tree Legal or your local District Court for instructions.

Area Pine Tree Offices

Office	Telephone	TTY
Augusta	622-4731	623-7770
Bangor	942-8241	942-1060
Machias	255-8656	255-6179
Lewiston	784-1558	828-2308
Portland	774-8211	828-2308
Presque Isle	764-4349	764-2453
Multi-lingual language line		774-8211

Tips Before You Rent

- ✓ **Read a lease carefully before you sign.** Ask about anything you do not understand. Look for hidden charges or penalties. If you sign the lease, you may be stuck paying those charges.
- ✓ If something is important to you, get it in writing. Don't count on an oral promise.
- ✓ If the building was built before 1978, beware of possible lead-based paint problems. Owners of these older buildings must tell you of any known lead-based hazards and show you any relevant records before you rent. Your landlord must give you a form notice explaining the dangers of lead-based paint. He must also give you a government pamphlet called "Protecting Your Family from Lead in Your Home." (See more at page 8.)
- ✓ Find out who pays for hot water, heat, electricity, parking, snow removal, and trash disposal.
- ✓ Find the utility controls. Ask questions. Where is the thermostat? Who controls it? Where is the electric box? Where is the hot water heater?
- ✓ If you will be paying an electric bill, ask the electric company for billing on your unit for the past 12 months. The company must tell you. The same rule applies to natural gas pipeline utilities.
- ✓ Ask to see the landlord's "Energy Efficiency Disclosure Statement." He is required to post it in the building and to have you read and sign it before you rent. (Contact the Maine Public Utilities Commission 1 (800) 452-4699 for more information about this law.)
- ✓ Be sure that all utilities and appliances are working right. Make sure the landlord agrees to fix appliances, furnace and other building systems, as needed.
- ✓ If you share rent, your landlord can charge you for all of the rent if your roommates don't pay their share.
- ✓ Try to talk with another tenant about the building and the landlord.

- ✓ Check about off-street parking, public transportation, and stores. Try to check the neighborhood at night.

- ✓ Check to see that all the windows and doors can be locked and are not broken. Are there window screens?

- ✓ Your landlord's insurance probably does not protect you from damage or loss of your furniture or other property. Consider buying tenant's insurance if you want this protection.

- ✓ Make a list of major problems in the apartment. Include the condition of walls, floors, windows, and other areas. Try to get the landlord to sign your list. This will help protect you when it comes time to move out.

- ✓ Be careful about putting money down to "hold an apartment." If you decide later not to rent it, the landlord may refuse to return your money. You can sue him in Small Claims Court, but this will take time. Also, depending on how the judge interprets your agreement, you may not get all of your money back. For example, the court may decide that you put the money down as a security deposit. (See section on security deposits at page 4.)

- ✓ If a landlord suggests that you buy a surety bond, instead of paying a security deposit, be careful. A few basic rules about surety bonds:

  1. You cannot be forced to buy one. It is your choice.
  2. You will not get back the money you pay for the bond, even if you owe the landlord nothing when you move out.
  3. Although a surety bond can save you money in the short-run, it may cost you more in the long-run if you leave owing rent or damages. The surety company can choose to sue you for the money it pays to the landlord under the bond.
  4. Buying a bond will not save you from getting a bad mark on your credit report, if you leave owing the landlord money. Contact Pine Tree Legal for more information.

- ✓ Get something to keep your records in. Keep in your file:

  - ❑ your lease or rental agreement
  - ❑ security deposit receipt
  - ❑ dated list of things wrong with the apartment
  - ❑ rent receipts (or cancelled checks)
  - ❑ landlord's address and phone number
  - ❑ all other papers about your tenancy

Types of Rental Agreements

Leases

The agreement you make with your landlord affects what rights you will have. You may sign a written agreement called a lease. A lease lists the names of the landlord and tenant, the address of the apartment, the length of the lease, and the day the rent is due. Most leases contain much more than this. Read these "extra conditions" carefully and understand them before you sign. This handbook will give an idea of what to look for in a lease.

If you sign a lease, be aware that it sets out the rules you and your landlord agree to follow. For example, it will probably say whether the landlord can evict you before the lease ends, what reasons he must have, and what kind of notice he must give you. If the landlord is trying to evict you, a judge will look at what your lease says to decide the case. If something in a lease is grossly

unfair to you, a judge **may** say that it can't be used against you. But **usually** your rights depend on what the lease says.

Note: If you have a written agreement that does not have a "lease term" (a specific amount of time you will be renting), then you have a "rental agreement," not a lease. Our advice to you is the same. **Read the agreement and understand it before you sign!**

Tenancies at Will

When you rent without a lease, you become a "tenant at will." Maine law gives you certain rights we will tell you about here. For example, to evict you, your landlord must give you time after a written notice and must get a court order if you are still not out. Read more about this under "Evictions" at page 12.

Motels and Rooming Houses

Generally, if you are staying in a hotel or motel, you are not a tenant and do not have the rights of a tenant. Often, a motel owner can put you out on short notice and without going to court.

If you live in a rooming house, are you a tenant? This is a gray area of the law. The owner may say that you are not a tenant because she has an "innkeeper's license" or runs a "lodging house." But there is more to it. If the owner acts like a motel owner by:

- providing clean sheets and towels
- cleaning your room
- signing guests in and out in a registry

then you are probably not a tenant. But if the owner does **not** do these things, then he is probably a landlord, and you **do** have the rights of a tenant. If you live in an inn or rooming house and you are not sure about your rights, call Pine Tree Legal (page 2).

Security Deposits

What is a security deposit?

A security deposit is money you give to your landlord when you move in. Your landlord can use it to cover any unpaid rent or damages. You may not use your security deposit to cover your last month's rent unless your landlord agrees.

NOTE: A **surety bond** is very different from a security deposit. If your landlord suggests that you buy a surety bond, read our tips at page 3.

How much can my landlord charge me for a security deposit?

Your landlord cannot make you pay a security deposit that is more than two times your monthly rent. If you live in subsidized housing, your security deposit should be much less. Check with your housing authority.

Does my landlord have to return my security deposit to me?

If you owe back rent or you have damaged your apartment, your landlord may deduct those costs from your security deposit. If you owe your landlord more than the amount of your security deposit, he may sue you in court.

Does my landlord have to pay me interest when returning my security deposit?

No, not unless you both agreed to this. If you live in subsidized housing, check your lease or ask the housing authority. Your landlord **may** have to pay interest on your deposit. (See page 20 for mobile home park rules.)

Can my landlord keep my security deposit for routine upkeep?

No, your landlord **cannot** keep your security deposit for "normal wear and tear." Examples of "normal wear and tear" are:

- a worn carpet
- chipped paint
- worn finish on wood floor
- faded or dingy paint

Your landlord **can** deduct the cost of fixing damages that are beyond "normal wear and tear." Examples of these damages could be:

- broken windows
- holes in the wall
- leaving trash or other items that have to be thrown away
- leaving your apartment so dirty that it's unhealthy or unsafe

If a storm, a fire, or a vandal damages your apartment, tell your landlord right away. He cannot charge you for the repairs if you or your guests did not cause the damage. It is also a good idea to make a police report.

What kind of notice do I have to give if I am moving?

If you are a tenant at will (no written lease), you must give your landlord a 30-day written notice. The notice period should end on a rent day. You and your landlord can agree to a shorter notice period, if you agree in writing.

If you have a lease, read it to see what kind of notice you must give.

If you do not give the right notice, your landlord may try to charge you for time after you move. If you have a lease, she may try to charge you rent for the rest of the lease term. Again, this will depend on what the lease says.

Your landlord must try to re-rent your apartment as soon as she knows you have moved out. If she re-rents your apartment right away, she can only charge you for the time you were there and the time it took her to find a new tenant. For example, your rent is $800 a month and you moved out on the 10th day of the month without notice. Your landlord re-rents the apartment on the 15th of the month. You had paid no rent for that month. You owe $400, or half a month's rent. Your landlord may also charge you reasonable expenses for re-renting the apartment if you did not give the right notice.

When does my landlord have to return my security deposit?

Your landlord must either return all of your security deposit or send you a letter telling you why he is not giving some or all of it back. He must send this letter to your "last known address." Give your landlord your new address, or make sure your mail is being forwarded so that you will get the letter.

If you are a tenant at will (no written lease), your landlord must give back the deposit or send you the letter within **21 days** after you move out and return the key. **If you have a lease,** check to see what it says. If there is nothing in the lease about this, or if the lease gives more than 30 days, then your landlord has **30 days** to return the deposit. This is the legal limit.

What can I do if my landlord does not return my security deposit?

⇒**Step One**
Contact your landlord and ask her to give back your deposit.

⇒**Step Two**

If the 21 or 30 days has gone by and you still don't have the deposit, send your

landlord a letter asking for return of your deposit within 7 days. Write that if your deposit is not returned, you will bring legal action. (We have a form letter you can use. Call Pine Tree Legal.) Your landlord should return your full deposit.

⇒Step Three

Sue your landlord in Small Claims Court. Ask the court clerk for a pamphlet explaining the steps. In your written complaint, ask the Court to order your landlord to pay you **two times** the deposit amount plus your court costs. The judge will order this unless the landlord can show at the court hearing that she had good reason not to return the deposit to you.

Note: If your landlord lives in your building and there are 5 living units or fewer, then you can still sue to get your deposit back but you cannot get twice that amount.

If I take my landlord to court, can he sue me?

Keep in mind before you sue that if you owe your landlord money, he will probably bring these claims against you to counter your claim for return of the deposit. So, if you owe him more money than he owes you, suing in court is probably not a good idea. On the other hand, if he sues you, you can "counterclaim" for return of your deposit and for any other money he owes you.

Does my landlord have to keep my security deposit in any special account?

Yes. He has to keep security deposits in an account that is separate from his other accounts and safe from his creditors. If you ask, the landlord must tell you the name of the bank where the money is deposited and the account number.

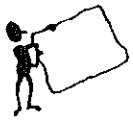
What if my landlord sells my building?
If your building is sold (or passes to a new owner for any reason), your landlord must give your security deposit to the new owner or give it back to you. If he gives it to the new owner, he must mail you a notice with that person's name and address and how much money was passed on to him. He can deduct charges for back rent or damages.

Remember, if you follow these tips you will have a better chance of getting your security deposit back.

- ❑ Get a payment receipt and keep it.
- ❑ When you move in, make a list of the defects. Keep the list and give a copy to your landlord.
- ❑ Clean your apartment and take away all of your things, including trash.
- ❑ Take pictures or write down what is right and what is wrong with the apartment when you leave. Have a friend look over the apartment just before you move out. (He can be a witness in case you have to go to court).
- ❑ If you don't get the deposit back right away, leave your new address with the landlord (so he can send you your deposit).
- ❑ Try not to owe any rent when you leave.

Rent and Late Fees

Should my landlord give me a receipt when I pay my rent?



If you pay any of your rent in cash, the landlord must give you a receipt at the same time. The receipt must include:

- the date
- the amount paid
- your name
- what the payment was for
- the landlord's signature

If you live in a building with 5 apartments or fewer and your landlord lives there, he does not have to give rent receipts. If your landlord won't give a receipt, try to pay with a check or money order and keep your own records.

Can my landlord charge interest on a late payment of rent?

Yes. If you do not pay your rent within 15 days after it is due, your landlord can charge a late fee. The fee cannot be more than 4% of one month's rent. For example, if your rent is $800 per month, the late charge cannot be more than $32. **To charge a late fee, your landlord must tell you *in writing*, before you rent, that there will be a fee and how much it will be.**

General Assistance

Does my landlord have to accept general assistance (GA) rent vouchers?

Yes. Your landlord cannot refuse your rent just because the town is paying some or all of it.

What if the landlord refuses to take GA vouchers?

First, find out why your landlord will not take GA vouchers. Maybe the problem is that the town only pays by the week but your landlord charges by the month. Ask the town to pay by the month or to agree with your landlord on a payment schedule. If the town will not help, call the General Assistance Unit at the Department of Health and Human Services in Augusta. Their toll free number is **1-800-442-6003**. If that does not help, call your local Pine Tree Legal office (listed on page 2).

Your landlord cannot refuse to take GA simply because he doesn't like city vouchers. You can file a discrimination complaint with the Maine Human Rights Commission in Augusta: **624-6050**. If they cannot help, call your local Pine Tree Legal office.

Rent Increases

Can my landlord increase my rent?

Yes, if you are a tenant at will. Your landlord must give you a **45-day written notice** of any rent increase. If your landlord does not do this, you have two choices.

- You can refuse to pay the increase, or
- You can pay under protest and later sue your landlord for the amount you were overcharged. You can ask the court to order the landlord to pay for your court costs and lawyer's fees. Or you can sue in Small Claims Court without a lawyer.

If you choose not to pay the increase, your landlord may try to evict you. See "Evictions" at page 12.

If you have a lease, the landlord probably cannot increase the rent during the lease term. Read your lease to find out if it says something different.

If you live in subsidized housing, your rent is based on your income. So, your rent can be raised or lowered if your income changes. Also, there are special "earnings disregard" rules if you start working. Read your lease. Contact Pine Tree Legal if you think you are paying too much rent.

Can my landlord increase my rent if there are serious problems with my apartment?

No. If there are serious problems, which are unsafe or could make you sick, the landlord must fix the problems before she can charge more rent. For example, your landlord cannot increase your rent if there is no heat in the winter. If you or your guests have caused the problems, then your landlord can raise your rent.

Unsafe or Unfit Housing

Does my landlord have to keep my home safe and in decent condition?

Yes. Maine law gives tenants an "implied warranty of habitability." This means that your landlord must promise that your home is safe and fit to live in.

Examples of landlord violations:

- undrinkable water
- no heat or too little heat in the winter
- a combination of problems, such as leaking ceilings, unsafe heating system, broken windows, and roaches

The heating system should be able to heat your living space to at least 68°. (For more details, ask for our pamphlet "How Much Heat?")

What can I do if my home is not safe?

⇒Step One
Ask your landlord to fix the problem. If he does nothing, you may want to follow up with a **written** demand. Keep a copy of your letter.

⇒Step Two

Call your city hall or town office and ask about any housing codes that may apply to your building. If your town has a building code enforcement officer, you can ask him to look at your home and send the landlord a letter demanding that he fix any code violations. State law also requires each town to have a health officer, who can inspect and require that unhealthy conditions be remedied (or the building vacated). Also, each town must have a local plumbing inspector to enforce state and local plumbing-related rules.

⇒Step Three
If you cannot get local help, you may be able to get some help, or other referrals, from these state agencies:

- Fire hazards:
  State Fire Marshall's Office
  Inspections Unit
  626-3880 TTY: 287-3659
- Electrical wiring problems:
  Senior Electrical Inspector
  624-8640 TTY: 1-888-557-6690
- Plumbing problems:
  Plumbing Inspector
  624-8639 TTY: 1-888-557-6690
- Other health-related issues:
  DHHS Division of Environmental Health
  TTY: 1-800-606-0215
  Wastewater program: **287-5689**
  Drinking water: **287-2070**
  Mold, radon, indoor air quality: **287-5676**

What if I think there is lead paint in my apartment?

You can be tested or have your children tested for lead. Ask your family doctor or clinic about lead tests. If your child's test shows a very high level of lead, the lab will tell the Childhood Lead Poisoning Prevention Program in Augusta. They can inspect your home for free and order your landlord to remove the lead. This program gives other help and information as well.

If you want the paint in your home checked for lead, ask your landlord for help or call the Health and Environmental Testing Laboratory at **287-2727** and ask for the Environmental Lead Lab. They can also test for lead in dust or soil where your child plays. Some Community Action Programs (CAPs) can also help you with dust testing.

For more information contact:

➢ Childhood Lead Poisoning Prevention Program, DHHS: **287-4311 TTY-287-8066**

- Lead Hazard Prevention Program, DEP: **1-800-452-1942**
- Lead Hazard Control Program, MSHA: **1-800-452-4668**

If you have a young child who has been harmed by a landlord's failure to tell you about known lead hazards, or failure to give you other required warnings (see page 2), he may be fined or ordered to pay you damages. Get legal advice.

For all places built before 1978, a landlord must give you 30 days advance notice before doing any repairs or renovations that disturb lead-based paint. This notice includes postings on all exterior entry doors and a certified mail letter to all residential units in the building. Or the landlord can post the notices and get a signed written waiver from an adult in each unit. The waiver must contain specific warnings. Your landlord can be fined up to $500 for each violation of these notice rules. If you believe that you or your children have suffered harm because your landlord failed to notify you, you can report the violation to your local District Attorney or the Maine Attorney General's Consumer Protection Division: **1-800-436-2131.**

The purpose of this law is to make sure that you have the chance to protect yourself and your children from lead dust while the work is being done. Also, your landlord must use lead-safe practices so as to minimize the danger.

My apartment house is infested with bed bugs. Help!

Bed bugs are becoming much more common in Maine. They are difficult to get rid of. As with other health and safety issues, the first step is to contact your landlord and ask him to have the building professionally treated. You and others in the building will also have to take steps to help combat the problem.

TIPS

- ✓ Make sure you have correctly identified the bug. You can send samples to the University of Maine Cooperative Extension's Insect Lab.
- ✓ **Select an exterminator carefully.** There are good ones and bad ones. Find someone with a proven record.
- ✓ Avoid picking up beds, mattresses and other old furniture off the street or from the dump.
- ✓ When moving to a new place from one with bed bugs, make sure that you are not bringing the bugs, or their eggs, with you in your belongings.

We post links to information on dealing with bed bugs at www.ptla.org/tenants6.htm.

What can I do about harmful molds?

If you think you have dangerous molds, ask your landlord to get rid of them. If this doesn't work, follow the steps at page 8. Approach your landlord again with findings from your local health officer and your doctor, if you can get them.

The state's Health and Environmental Testing Laboratory is no longer doing mold testing. Some private labs will do testing, but it is expensive.

For More Information Contact:
DHHS Division of Environmental Health
287-5676 TTY: 1-800-606-0215

Does my landlord have to provide smoke alarms?

Yes. All apartments must have smoke alarms in or near bedrooms. This rule also applies to single-family homes built or renovated after 1981. In apartment

buildings with more than 3 stories, all hallways must have alarms. Landlords may be fined up to $500 for each violation. If you are deaf or hard-of-hearing, you may request a non-audible alarm. If your landlord refuses, you may put one in yourself and deduct the actual cost from your rent. (See below.)

Can I fix the problem myself?

Sometimes if a repair is not too major, you can "repair and deduct." You can fix the problem and deduct the cost of the repair from your next month's rent. Here are the rules:

1. Your problem must be one that makes your home unhealthy or unsafe. Examples:

- no heat or not enough heat in the winter
- unsafe drinking water
- falling ceiling
- unsafe wiring

2. You must be able to fix the problem for less than $500, or half of your monthly rent, whichever is greater. For example:

- If your rent is $800 per month, you can spend up to $500 to do the repair.
- If your rent is $1200, you can spend up to $600.

If the problem is lack of heat and you can fix the problem by buying heating fuel that the landlord had agreed to provide, then you can deduct the cost of the fuel. If the town pays your rent, the town can buy the fuel and deduct it from your next rent payment.

3. You, your family, or your guests did not cause the problem.

4. Before you fix the problem, you must write a letter to your landlord. Send the letter by certified mail, return receipt requested. In the letter, ask your landlord to fix the dangerous condition within 14 days, **or sooner if it is an emergency**. Tell him that if he does not do the repair, you will have it fixed and deduct the cost from your rent. (We have a form letter you can use. Call Pine Tree Legal if you want a copy.) If your landlord offers to fix the problem, then you must let him into your home to do the repair. See "Landlord Entering Your Home" at page 19.

5. If you have the work done, both the work and the materials must be of good quality. If your problem is with the heating, plumbing, or electricity, you must get a licensed worker to do the repairs.

6. After the work is done, send the landlord a copy of the bill. Keep the original bill. Then you can deduct the cost from your rent payment.

Here are a few more "repair and deduct" limitations:

- You cannot use "repair and deduct" if your landlord lives in your building **and** there are fewer than 5 apartments. (If you need an in-audible smoke alarm, this limit does not apply.)

- If you do the repairs yourself, you can deduct for parts and materials but not for your labor. Members of your immediate family cannot charge for labor either.

- You cannot hold your landlord responsible if anyone gets hurt doing the repairs.

What if the repairs cost more than $500.00 or half my monthly rent?

You and your neighbors may be able to use "repair and deduct" together to fix a bigger problem. For example, your building might

have a bad roof or furnace that costs a lot to fix. If you had 8 tenants who each pay $800 per month, you could pay for a repair costing as much as $4000 (8 x $500).

Caution: Seek legal advice before trying a group "repair and deduct."

Can I just refuse to pay my rent if my landlord won't fix things?

No. You will risk eviction and can still be charged for the rent while you are living there. Talk to a lawyer before you decide to stop paying rent.

Exception to the rule: If your apartment burns down or is so damaged that you can no longer live there (and it's not your fault), you do not have to pay rent from the day you are forced out.

I have tried all of the things you have suggested but my home still is not safe. What about suing my landlord in court?

Warning your landlord of court action may be enough to get him to fix the problem. If not, you may either want to move or to sue.

To win a lawsuit, you must meet these tests:

- ❑ Your problem must be serious--something that makes your home unsafe or unhealthy.
- ❑ You, your family or guests did not cause the problem.
- ❑ You must tell your landlord about the problem **in writing** within a reasonable time, and give her a reasonable time to get it fixed. (Telling the building manager or someone else who collects rent for the landlord may be good enough. But the best way to prove that your landlord knew about the problem is by giving her written notice and keeping a copy.)
- ❑ You should be fully up-to-date in your rent payments at the time you give the landlord written notice.

If your landlord does not fix the problem within a reasonable time after you give the written notice, talk to a lawyer about going to court or file a complaint in Small Claims Court yourself. (If you need quick action, going to Small Claims Court may take too long.)

At a court hearing the judge will decide whether your landlord has given you a safe and healthy place to live. The judge may order any of these remedies:

- that your landlord fix the apartment
- that your rent be less until the landlord does the repairs
- that your landlord pay you back some of the rent you have paid

Can my landlord make me agree to live in a home that is unsafe or unfit?

No. A landlord cannot force you to accept unsafe or unfit housing. You can agree **voluntarily** to live with certain unsafe or unfit conditions. The agreement does not stand unless:

- ☐ it is in writing
- ☐ it says exactly what unsafe conditions you have agreed to live with
- ☐ it says exactly how much the rent was lowered because of the unsafe conditions

Evictions

Can my landlord turn off my utilities or change the locks on my door or otherwise kick me out without first going to court?

No. It is illegal for your landlord to throw you out by force. Your landlord must get a court order before he evicts you. If your landlord tries get around this by changing the locks, taking your property, or shutting off any of your utilities, he has broken the law. If you take him to court and ask for immediate help, the court may stop the landlord and order him to pay you for your losses or $250.00, whichever is greater, plus your court costs. If you have a lawyer and you win the case, the court can also order your landlord to pay your attorney fees.

NOTE: The electric company must determine if tenants are living in a place before cutting off service at the owner's request. If you agree to put the service in your name, the electric company cannot cut you off.

Does my landlord have to have a reason to evict me?

This depends on whether you are a tenant at will or have a written lease.

If you have a written lease, your landlord probably has to have a reason to evict you. This is also the rule if you live in **subsidized housing** or own your own home in a **mobile home park.**

If you are a tenant at will (no lease), your landlord can evict you without giving a reason. However, he must give you 30 days notice in writing. There are some exceptions to this, explained below.

Does my landlord have to warn me before I can be evicted?

Yes. The type of notice he must give depends on what type of tenancy you have.

➢ If you have a written lease:

- The lease states if you can be evicted during the lease term, what reasons the landlord must have, and what kind of notice the landlord must give you. Read your lease carefully.

- During the term of the lease, your landlord cannot evict you unless the lease says he can. Look for a "termination clause" in the lease. If there is none, your landlord may not be able to evict you until the lease term ends.

- If your lease does not say that it automatically renews when the lease term ends, your landlord can go to court without giving you any notice. But he can do this only during the 7 days following the end of your lease term. For example, you have a one-year lease that ends on February 28, 2008. Your landlord may file a court complaint between March 1 and March 7, asking for an eviction order without giving you a notice first. (If your rent is subsidized, your lease probably renews automatically, so this paragraph does not apply to you.)

➢ If you are a tenant at will (no lease):

Your landlord must give you either 30 days or 7 days written notice to leave. This notice is called a "Notice to Quit."

30-day written notice

Your landlord can evict you with 30 days notice for almost any reason or no reason.

Exceptions: You may be able to stop the eviction if your landlord is evicting you because of "retaliation" or "illegal discrimination." Read "Retaliation defense" or "Discrimination defense" at page 15.

The notice must not terminate the tenancy until the last date for which rent has been paid, or later. For example, if your rent is paid through the end of June, your notice period cannot end before June 30th. Also, the notice must give you a full 30 days. (Example: A notice ending the tenancy on June 30 must be given to you no later than May 31.) If the notice does not follow these rules, you may be able to stop or delay the eviction. Get legal advice.

7-day written notice

To evict you with a 7-day notice, your landlord must have a reason and state that reason in writing. The reason must be one of these:

- ✓ you have **seriously** damaged the apartment and have not repaired the damage
- ✓ you have been a "nuisance" to other tenants or neighbors. (Examples: You pick fights with your neighbors, don't let them sleep, or destroy their property.)
- ✓ you have made the apartment unlivable or unfit to live in
- ✓ you have changed your door locks and have refused to give your landlord a duplicate key (see page 20)
- ✓ you are 7 days or more behind in rent

If the reason is that you have not paid your rent, the notice **must include** these two sentences:

> "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."

This means that you can stop the eviction by paying the rent you owe. After 7 days, if you do not pay up what you owe before your next rent date, you have to pay both months' rent to stop the eviction. You can still stop the eviction by paying all rent owed even after the landlord takes you to court to get an eviction order. But to stop the eviction then, you have to pay all of the rent due **and** the landlord's court costs. These costs are:

- cost of serving the court papers
- court filing fee

Your last chance to stop the eviction is just before the court issues the "writ of possession." Your landlord can get this "writ" **7 days** after he gets the Court order.

Does the landlord, or his agent, have to give me the "Notice to Quit" in person?

Yes. In a tenancy at will, the landlord, or his agent, must give the 7-day or 30-day notice to the tenant. The notice does not have to be served by a sheriff.

Exception: The landlord, or his agent, must make 3 good faith efforts to give you the notice. If he still cannot find you after 3 tries, he can mail you the notice and leave a copy at your home.

What if I rent my home from my employer?

If your landlord is also your employer, he may be able to go to court to evict you without first giving you a written notice to quit. Get legal advice. Your landlord must still go to court to evict you.

What if I do not move out after I get an eviction notice?

Your landlord must go to court to evict you! If you do not move out by the end of the notice period, then your landlord can have you served with court papers. The court case is called a "Forcible Entry and Detainer." (This does **not** mean that the landlord can enter your home by force or detain you.) The papers say that he is trying to evict you. They ask the court to hold a hearing, to decide if you can be evicted. If you want to fight the eviction, you have a right to be heard in court. A landlord **cannot** legally evict you without a court order.

Here is what will happen:

⇒ A deputy sheriff will give you court papers: a summons and a complaint. The landlord can have these papers served on you anytime after the end of the notice period. The summons will tell you the date, time and place of the court hearing. You must get the papers at least 7 days before the court hearing.

⇒ **Seek legal advice immediately.**

Note: We have another pamphlet about going to eviction court. If you cannot find a lawyer, call Pine Tree Legal (page 2) and ask for help.

⇒ If you end up going to the hearing without a lawyer, ask for a **recorded hearing**. Send a letter to the court ahead of time. Then ask for a recording again when you get to court.

⇒ **Be on time for your hearing.**

⇒ The judge may tell you that you must go to "mediation" before having a court hearing. (Read more about this and other court procedures in our pamphlet on Evictions.) If you do not come to an agreement during mediation, then you will go on to a formal court hearing.

⇒ At the court hearing the landlord will tell the judge what notice he gave you and why he wants to evict you. Then you have a chance to explain why you should not be evicted. Here are some common defenses:

- **Improper notice defense**

Your landlord must follow all of the notice rules exactly. (Most of the notice rules are explained above.) If you think that your notice to quit did not meet all of the rules, explain that to the judge. If the judge finds that your landlord did not follow all of the notice rules, then the landlord loses and he will have to start the eviction process all over again.

- **Unsafe or unfit housing defense**

If your landlord is trying to evict you because you are behind in paying rent, you may be able to stop the eviction if you didn't pay because of serious problems with your home that your landlord refused to fix. This is called a "warranty of habitability defense" because the landlord has broken his promise to rent you a safe home. (See "Unsafe or Unfit Housing" section at page 8.)

If the judge finds that the landlord has not fixed serious problems that you told him about, then you can ask the court:

- ✓ To let you out of your lease, **or**
- ✓ To let you stay and to pay a lower rent until the landlord makes your home safe. If you stay, the judge will also decide how much back rent you must pay, at the lower rate.

• Retaliation defense

There are laws to protect you if your landlord tries to evict you because you asserted your rights. For example, if you can prove to the court that the landlord is trying to evict you because you started or joined a tenants' union, the judge will **not** let the landlord evict you.

You will also have some protection against eviction if, within the past 6 months,

- you complained to the landlord about serious problems that make your home unsafe or unhealthy (best if this was a written complaint)
- you asked a code enforcement officer or other official to inspect your home for safety violations
- city or state officials have notified your landlord of health or safety violations

If you prove one of these claims, then the court will not evict you unless the landlord can prove that he is trying to evict you for some other good reason (like causing a "nuisance").

You also have the right **not** to pay an unlawful rent increase and **not** to pay for common utilities. (See sections on "Rent" at page 6 and "Electric Charges for Common Areas" at page 18.) If your landlord is trying to evict you for one of these reasons, explain that to the judge. These defenses **might** stop the eviction.

• Discrimination defense

You should not be evicted because of your:

- race
- color
- sex
- sexual orientation
- physical or mental impairment
- religion
- ancestry or national origin
- getting welfare, or
- being a single parent, being pregnant or having children

Please read more about "Discrimination" at page 18.

Note: If you or someone in your family has a physical or mental impairment, your landlord must allow for "reasonable accommodations" to help you stay in your home. You can ask for this help even after you get an eviction notice. Talk to a lawyer.

Caution: Your landlord may have more than one reason for trying to evict you. Even if you have a good defense to one of his complaints, the judge may still allow the eviction if the landlord has another good reason why he wants you to move out.

Will the court give me extra time to move?

Sometimes. Ask the judge for extra time if you need it. Explain what hardship you will suffer if you have to move out right away. If you have looked hard to find a new place to live but still have not found one, it may help to explain this and have a list of all of the places you have looked. There is no legal right to extra time, but the judge **may** give you some extra time if you really need it.

Can I be evicted during the winter or if I have children?

Yes. Maine law allows your landlord to evict you at any time during the year and even if you have children. However, you cannot be evicted **because** you have children. See "Discrimination" section at page 18.

NOTE: If you are evicted, your children still have the right to be in school. For more information, ask for our pamphlet: "Rights of Homeless Students to Attend School."

What happens if I do not go to the eviction hearing in court?

If you do not go to the court hearing and your landlord does, you will lose. The judge will most likely enter a "default judgment" against you. Then the landlord can go back to court 7 days later and get a "writ of possession."

If you owe the landlord money for rent or damages, he cannot get a court order for this at the eviction hearing. He can only ask for an eviction order. He can sue you later, if he wants to, for any money you owe him.

What happens if I go to court and lose?

If the court rules against you and you do not appeal, then your landlord can get a "writ of possession" from the court 7 days later.

What is a "writ of possession?"

This paper comes from the Court and gives the landlord the right to get his property back from you. Your landlord can ask a law enforcement officer to give you a copy of the "writ." You must move out of your apartment within 48 hours after getting the "writ." If you do not move out, you will become a trespasser. The landlord then, and only then, has the right to have the police remove you by force (and to put your things in storage at your expense).

Can I appeal my case?

Yes. You can appeal your case if you believe that the court's decision was wrong.

There is an appeal deadline. Any appeal must be filed before the "writ" issues (see above). To be safe, file the appeal with the District Court within **6 days** of the day the judge signed the order against you. (The absolute deadline is 30 days from judgment, if a "writ" was not issued earlier.)

On appeal you can have a new trial with a jury. To get a jury trial, you must prove to the Court that you and your landlord disagree about the **facts** of the case. If you only disagree about what the **law** means, the appeals court will only review the record of your first hearing to see if the judge made any legal mistakes in deciding the case.

Be prepared to pay rent to the landlord or into a court escrow account while your appeal is pending.

If you want to appeal, especially if you are going to ask for a jury trial, try to get a lawyer. This would be hard to do on your own.

Abandoned Property

What happens if I move and do not take all my property with me?

Your landlord can refuse to give you your things if you owe back rent, damages or storage fees. So you should take all your things with you when you leave. Don't leave things behind to pick up later.

Your landlord can sell your property if you do not claim it after he has mailed a notice to you at your "last known address." If you

do not tell him your new address, then he can send it to your old address and you may not get it unless the post office forwards it to you.

If the abandoned property is worth less than $750, the law says your landlord must store the property in a safe, dry, secured place. Then she must mail the notice to your "last known address," saying she plans to get rid of your things and listing the items. If you claim the property within 14 days after the notice was sent, your landlord must store the property for at least another 10 days so you have time to get your things. Your landlord can make you pay all rent owed, damages, and costs of storage before giving your property back.

If you don't claim the property within 14 days after the notice has been sent (or don't pick it up within 10 days after claiming it), your landlord may sell the property for fair market value. He can keep any money you owe him for rent, damages and costs of storage and sale. He must send any money left over to the State Treasurer in Augusta.

If the abandoned property is worth more than $750, your landlord must get permission from the State Treasurer to sell your property. Then he can sell your things "in a commercially reasonable manner." (Read section above about notice to you and what amounts he can keep.) He must send any money left over to the State Treasurer along with a detailed report, including what property was sold and for how much.

What if I cannot get my things because I am hospitalized due to my disability?

Write to your landlord and ask him to make a "reasonable accommodation" for you, so that you can have a chance to get someone to help you move your things.

Note: If you are not moving out voluntarily your landlord must follow the eviction rules explained at page 12 to get you out.

Remember: The best way to protect your property is to take it with you right away. Even though the law says that your landlord must protect your property,

- Sometimes it is hard to get back what you have lost or to prove what it is worth.
- Your landlord can deduct for money you owe, which will be more as time goes on if there are storage fees.
- If your landlord damages your property, it will be difficult to recover that loss.
- Your landlord might ignore the law and get rid of your things illegally.

Sale of Your Building

What happens if my landlord sells my building?

The sale of your building may affect your rights.

If you do **not** have a written lease, your old tenancy will end. The new owner must let you stay for at least as long as you have paid for. You and your new landlord can make a new agreement. If your new landlord accepts rent from you, then you have a new tenancy.

If you have a lease, you probably have the right to stay until the end of your lease term. Read your lease to see if it says anything different. If your lease term is for more than 2 years, you should record your lease in your county Registry of Deeds **before** the sale, to help protect your lease rights. This

rule also applies if you have a long-term lease with no specific ending date.

Does the new landlord have to give me a notice to quit before evicting me?

Yes. Even if you are a tenant at will (no lease), your new landlord must give you a 30-day or a 7-day written notice, unless your old landlord already gave you the notice. (See "Eviction" section at page 12.)

Discrimination

Landlords may not discriminate against you because of your:

- race
- color
- sex
- sexual orientation
- physical or mental impairment
- religion
- ancestry or national origin
- getting welfare
- being a single parent, being pregnant or having children

This means that a landlord cannot refuse to rent to you, charge you extra, or evict you for any of these reasons.

If you think your landlord has illegally discriminated against you, contact Pine Tree Legal or one of these offices:

Maine Human Rights Commission
51 State House Station
Augusta, Maine 04333-0051
phone: **624-6050** TTY: **1-888-577-6690**

U.S. Fair Housing Office (HUD)
10 Causeway Street, Room 321
Boston, MA 02222-1092
phone: 1-617-994-8300
toll-free: **1-800-827-5005**
TTY: **1-617-565-5453**

Pine Tree Legal has more information about housing discrimination. Please call us (see page 2).

Electric Charges for Common Areas

Can my landlord make me pay for electricity outside of my apartment?

If you live in an apartment building, you may find out that you are paying for electricity for "common areas," such as hallways, basements, or a common hot water heater or furnace. It is illegal for your landlord to make you pay those costs alone. For example, the hall lights should not be hooked up to your meter.

If you find out that you are paying for the electricity going to "common areas" or to someone else's apartment, take these steps.

⇒ First talk to your landlord. Ask her to put in a separate meter or to lower your rent to make up for the extra money you are paying.

⇒ If you agree to lower your rent, do it in writing. Write down exactly how much less rent you will pay in exchange for paying for the extra electricity.

⇒ If you have been paying these extra charges for some time, ask your landlord to pay you back. If you cannot figure out how much you should be paid, check with your utility company or city electrician to find out if they will help you.

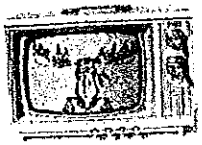
⇒ If your landlord refuses to pay what is fair, you can sue him. The law says that you can get $100.00, or your "actual damages" (how much you lost), whichever is more. You can file your claim in Small Claims Court by yourself. If you hire a lawyer, the judge can order

your landlord to pay your lawyer's fees and costs if you win.

Caution: If you are not ready to move, think about whether you want to sue now or later. Read the section on "Evictions" at page 12. If you are not protected by a lease, then you may want to wait and sue after you have moved or are ready to move, in case the landlord retaliates with an eviction.

If you find out that you are paying for other common utilities, such as heating oil, this law does not apply to you. But you may have other legal remedies. If you can't work out a fair deal with your landlord, try to talk to a lawyer.

Cable TV, Dishes, Antennas



If I live in an apartment building, can my landlord stop me from getting cable TV, a satellite dish or an antenna?

Generally, no. Your landlord can refuse to allow these installations **only if** he has "good cause" to deny that company. "Good cause" could be:

- if that company has broken agreements with the landlord before
- if that company has damaged the building before and has not fixed it
- some similar valid complaint against that company

Maine law has detailed rules about how cable TV companies and landlords must deal with each other. Call Pine Tree Legal if you want a copy of that law.

Rules of the Federal Communications Commission allow tenants to have small dishes (one meter or less in diameter) and certain types of "customer-end" antennas. But you must have "exclusive use" of the area where you install the dish or antenna, such as a balcony (not common areas, such as the roof of an apartment building, unless your landlord allows it). Call Pine Tree Legal for more information.

Landlord Entering Your Home

Can my landlord come into my apartment or house at any time?

No. If your landlord wants to come into your home to make non-emergency repairs, or to show or inspect the apartment, she must give you "reasonable notice." Normally, this means at least 24 hours notice.

Your landlord can come in only at "reasonable times." Generally, this means during the daytime or evening, not in the middle of the night. There may be other factors that make certain times "unreasonable" for you.

Exception: If there is an emergency, your landlord can enter after a shorter notice or without notice. For example, the pipes burst or there is a fire in your apartment.

What can I do if my landlord comes in without giving me reasonable notice?

If your landlord does not follow these rules, or if your landlord tries to come in without good reason to the point you feel harassed, you can sue your landlord. The judge can order your landlord to pay you for your "actual damages," or $100.00, whichever is more. She can also order the landlord to stop coming into your apartment without good reason and without fair notice. If you have a lawyer and you win at hearing, the court can also order your landlord to pay your lawyer fees.

If you cannot get a lawyer and if you need fast protection from serious, repeated

harassment, you can file a Protection from Harassment complaint in District Court. Call Pine Tree Legal if you want more information about how to do this.

Is it legal to change the locks to keep my landlord out?

No. If you need to change your locks for any reason, you must notify your landlord. Also, you must give him a key within 48 hours of the change. Your landlord may give you a 7-day eviction notice (see page 13) if you change the locks without following these rules. He can also charge you for any damage caused, if he needs to enter in an emergency and is locked out.

Subsidized Housing

If a housing authority or similar agency pays all of part of your rent, your housing is "subsidized." Your rent may be subsidized even if your house or apartment is owned by a private landlord. "Public housing" is also subsidized.

If you need to find out where to apply for subsidized housing in your area, contact:

Maine State Housing Authority
89 State House Station
Augusta, Maine 04330
Toll-free: **1-800-452-4668**
TTY: **1-800-452-4603**

If you live in "subsidized housing," you should have a standard lease. This lease gives you more protections than most non-subsidized tenants have. For example, your lease may have a "grievance procedure" which gives you the right to an informal out-of-court hearing on a complaint you have against your landlord. **Your lease probably gives you more protections against eviction than the ones described in this handbook.** It may say that your landlord cannot evict you unless he has "good cause" or unless he can prove you broke the lease.

If you are in one of the 3 major HUD subsidy programs (public housing, Section 8, or voucher choice), you cannot be evicted because you were the victim of domestic violence, dating violence, sexual assault or stalking. You may have other rights under federal law that are not explained in your lease.

Different subsidized housing programs have different rules and different form leases. **Read your lease!** If you are not sure of your rights under your lease or if you are being evicted from subsidized housing, **contact your local Pine Tree Legal office** (page 2).

Mobile Home Parks

Who is protected by the mobile home park laws?

This section applies to you if you **own your mobile home and rent a lot in a mobile home park.** Also, these handbook sections above apply to you:

Tips Before You Rent	page 2
Types of Rental Agreements	page 3
Fee for Late Payment of Rent	page 7
General Assistance	page 7
Discrimination	page 18

If you **rent a mobile home,** you have the same rights as a tenant in an apartment building or house. Read the earlier sections of this handbook, which apply to you. To read about your security deposit, see below.

If you **own your mobile home and rent the land it sits on but not in a mobile home park**, you should talk to a lawyer if you have a problem. (Only some parts of this handbook apply to you.)

What is a mobile home park?

A mobile home park is a piece of land that has, or is laid out to have, two or more mobile homes on it.

How much can I be charged for a security deposit and how do I get it back?

The "Security Deposit" section at page 4 applies to you, with these exceptions:

- the park owner may charge up to 3 times the monthly rent for a security deposit
- the park owner must pay you 4% annual interest when he returns the deposit

Read the "Security Deposit" section at page 5 to find out how to get your deposit back if the park owner refuses.

What kind of fees can be charged?

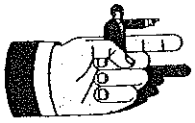
The park owner may charge fees. Fees may include rent, utilities, incidental service charges, security deposit and an entrance fee. Before you move into the park, the park owner must explain all fees to you in writing. Before increasing any fees, he must give **all tenants** at least 30 days written notice.

If you are moving into a mobile home that is already in the park, the park owner cannot charge you more than 2 times the monthly rent for an entrance fee. He cannot call this fee something else, in order to get around this limit.

The park owner cannot require you to buy your oil or bottled gas from him. He cannot choose your dealer; that is **your** choice.

The park owner cannot require you to buy from him any under skirting, equipment for tying down mobile homes or any other equipment.

Park Rules



What kind of rules can the park owner have?

The rules must be reasonably related to keeping order and peace in the mobile home park. All park rules must be fair and reasonable. A rule is presumed to be unfair if it does not apply to all park tenants. (However, the park owner may be able to prove that a non-uniform rule is fair, if he has a compelling reason for the rule.) The park owner must give **all tenants** at least 30 days notice of any rule change before it takes effect.

These rules are **not** legal and a park owner **cannot** enforce them:

- A rule that says the park owner is not responsible for his own negligence
- A rule that says you have to pay the park owner's legal fees (in an eviction, for example)
- A rule that says you must give the park owner a lien on your property if you owe him money
- A rule that gives up your right to challenge the fairness of any park rule or any part of your lease or rental agreement

How do I find out what the park rules are?

Before you sign an agreement to rent, the park owner must give you:

- ☐ a copy of the mobile home park rules **and**
- ☐ a copy of the Maine mobile home park laws

Eviction

Does the park owner have to have a reason to evict me?

Yes. He must have a reason and he must be able to prove it in court. His reason must be on this list. (These rules apply to you, all household members, and your guests.)

1) You did not pay rent, utility charges or **reasonable** service charges. You will not be evicted if you pay the amount you owe **plus a fee** before the end of the notice period. The notice must give you at least 30 days. The fee is 5% of what you owe, up to a maximum of $5.00. (A 2005 law allows park owners to charge interest on late payments. See page 7. It is unclear how this new rule on interest charges intersects with this older $5 fee rule. Call Pine Tree Legal (see page 2) if you need advice on this issue.)

2) You broke a mobile home park law. Before giving you an eviction notice, the park owner must tell you in writing what law you have broken and give you a reasonable chance to comply.

3) You broke a **reasonable** park rule. (See section on "Park Rules.") Before giving you an eviction notice, the park owner must tell you in writing what rule you have broken and give you a reasonable chance to comply.

4) *You violated Paragraph 1, 2 or 3 above three times within 12 months. After 3 chances within a one-year period, you can be evicted even if you corrected all three violations.*

5) You damaged the property in some way. "Damage" does not include "normal wear and tear." Normal wear and tear is what happens to property over time from normal use.

6) You **repeatedly** disturbed the peace and quiet or safety of other tenants.

7) You violated a term of your written lease that the lease says you can be evicted for. **Read your lease before you sign!**

8) The park is condemned or changed to some other use. Before evicting you for "change of use," the park owner must have told you about this when you moved in or must give you a **one-year** written notice.

9) If the park owner wants to evict you because he plans to renovate the park, he must give you between 6 months to 12 months notice. He may also have to pay for your moving costs.

Exceptions:

- If there is a serious problem that is dangerous for tenants, the park owner can evict you "temporarily" with a shorter notice, if he pays your costs.
- If it is **not** an emergency, he can give a 30-day written notice to "temporarily" evict, if he pays your costs.
- If the government orders the park owner to do a major renovation that requires evictions, the park owner can give a shorter notice.

Note: If you are being evicted for reason #9 above, talk to a lawyer or Pine Tree Legal.

What kind of notice do I get?

Before taking you to court to get an eviction order, the park owner must give you a written notice to quit. The notice must:

- be in writing

- state the reasons for the eviction
- give you **45 days** before your tenancy ends

Note: The notice period is different in some cases, like for nonpayment of rent (30 days). To find out these exceptions, read the list 1-9 above.

The park owner, or his agent, must give this notice to you in person.

Exception: He can send the notice by mail and leave a copy at your home if he has tried for 3 days to serve you in person and has not been able to find you. He must have a witness.

If someone has a lien on your mobile home (such as a seller to whom you are still making payments), the park owner may also notify the lien-holder of the eviction. If your contract with the lien-holder allows it, she may try to repossess your home to protect her interest in the property. Get legal advice.

What happens at the end of the notice period?

If you have not moved and the park owner still wants to evict you, she must file a complaint in District Court asking the court to allow the eviction. This is called a "Forcible Entry and Detainer" action. A deputy sheriff will serve you with a copy of the complaint and a court summons. The summons will tell you the date and time of the court hearing.

At the hearing, the judge will listen to both sides. If the judge finds that the park owner did not follow all of the notice rules or did not prove one of the reasons for eviction listed above, the judge will dismiss the case and you will not be evicted. But if the park owner gets the eviction order from the court, she can then ask the Sheriff's Department to evict you and your family **and to remove your mobile home from the lot.**

Talk to a lawyer right away if you get a notice to quit or a court complaint and summons.

What if the park owner is trying to evict me because I complained or for other unfair reasons?

The Court should not evict you if you prove that the park owner's main reason for trying to evict you is that:

- You helped to start a tenant's organization or you belong to a tenant's organization; or
- You have complained about the park owner's violations of mobile home park laws.

If you think that the park owner is trying to evict you because you complained about unsafe conditions in the park, read the section above on "Retaliation Defense" at page 15. This defense to eviction **may** apply to you. If you believe that the park owner is illegally discriminating against you because of your:

- race
- color
- sex
- sexual orientation
- physical or mental impairment
- religion
- ancestry or national origin
- getting welfare
- being a single parent, being pregnant or having children

See "Discrimination" section at page 18.

What if I refused to pay rent because of bad living conditions in the park?

If the park owner is trying to evict you because you owe rent and there are unsafe living conditions in the park, you may have a good defense to the eviction. Read the section "Unsafe or unfit housing defense" under "Evictions" at page 14. These rules also apply to mobile home park tenants. In your case, the problem might be dangerous outside wiring or unsanitary septic system, instead of lack of heat. **Additional rule for mobile home parks:** You must have given the park owner or his agent notice of the problem when your rent was paid up.

Unsafe or Unfit Conditions

What areas must the park owner take care of?

A park owner must promise that the space he rents and its facilities are "fit for habitation." This means that they are safe and healthy. For example, if your septic system backs up or your park road becomes impassable, the park owner must fix the problems. On the other hand, you must fix problems inside your home, unless they were caused by the park owner.

What if the park facilities are unsafe or unhealthy?

You can file a court action against the park owner. Before going to court you should take these steps:

☐ Talk with the park owner or manager about the problem.

☐ Talk with other tenants about the problem and meet as a group with the owner or manager.

☐ Contact the local code enforcement officer, plumbing inspector or fire chief and ask for an inspection.

☐ Contact the Maine Manufactured Housing Board:
35 State House Station
Augusta, ME 04333
Phone: **624-8612**
TTY: **1-888-577-6690**

If you still cannot resolve the problem, talk to a lawyer or Pine Tree Legal before going to court. Also, read the section about suing your landlord in court at page 11. The procedures and remedies are very similar.

What happens if I am forced to leave my mobile home during repairs?

If you must leave for a short time so things can be fixed, the park owner cannot charge you any rent until you move back in. If the owner offers you a reasonable place to stay, then the court will not order the park owner to pay for your costs of staying somewhere else.

Sale of Your Mobile Home

Can the park owner interfere if I want to sell my mobile home?

No.

- The park owner **cannot** charge you a fee for selling, unless you asked him to sell it for you and signed a contract agreeing to pay him.
- The park owner **cannot** force you to hire him as your sales agent.
- The park owner **cannot** restrict any advertising you do, as long as it is reasonable.

You must tell the park owner before you put up any "For Sale" signs in the park.

If your mobile home was built before June 15, 1976, the park owner can require you to show that it meets the state standards.

If the buyer plans to stay in the park, he should make sure that the park owner will accept him as a tenant. He can back out of a sale agreement within the first 30 days if the park owner does not agree to rent the lot to him. He can also back out of the deal if the park owner wants the home removed because it does not meet state or park standards. The park owner cannot require removal because of **park** standards unless these standards are clearly stated in the park rules **and** are reasonable.

Sale of Mobile Home Park

Does the park owner have to let me know if he is selling the park?

Yes, in most cases.

General rule: The park owner must give you and all other tenants 45 days written notice of his intent to sell. During the 45 days, he cannot contract to sell the park.

Exception: The park owner does not have to give the 45-day notice if the buyer's deed says that he cannot change the use of the park for two years after he buys it. This deed restriction must also say that tenants have the right to enforce it.

What if the new owner tries to close the park anyway?

You can sue the new owner in Superior Court and ask the judge to order the buyer to keep renting the lots for at least two years. You can also make a money claim for any damages you have suffered. You can sue alone or as a group of tenants or as a tenant association. If you have a lawyer, the judge can order the park owner to pay your lawyer fees if you win.

Notice

Pine Tree Legal Assistance
December 2007

We have tried to make this accurate as of the date above. Sometimes the laws change. We cannot promise that this information will always be up to date and correct. If the date above is not this year, call us to find out if there is an update.

This information is not legal advice. By sending you this, we are not acting as your lawyer.