



Renter Rights and Responsibilities

As a tenant, it is important to know your rights and responsibilities in Maine so that you can live in affordable, safe, and stable housing. The following is a general guide for renters rights and responsibilities.

Most of this information is condensed from *The Rights of Tenants in Maine* handbook from Pine Tree Legal Assistance Inc. This guide is meant to summarize main points. To read the full guide, go to <https://ptla.org/sites/default/files/tenants.pdf>

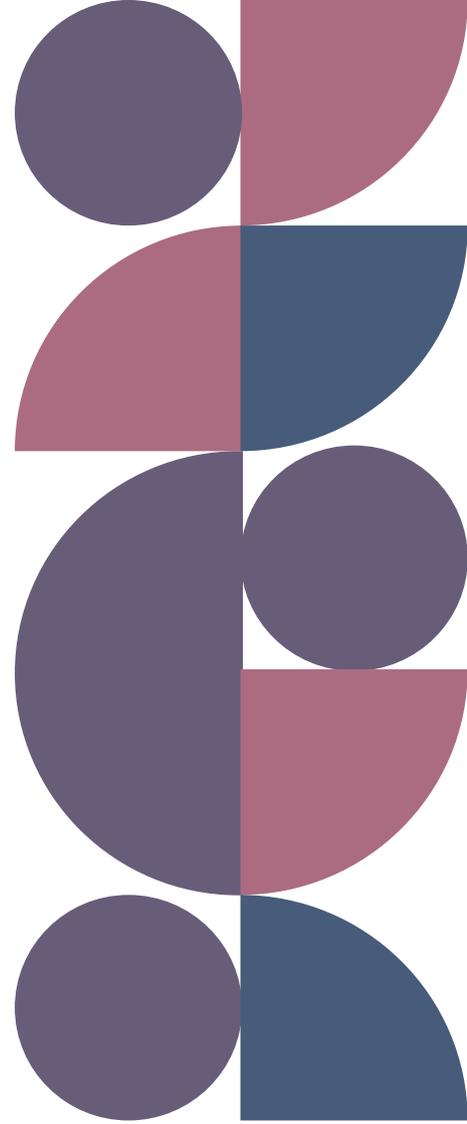


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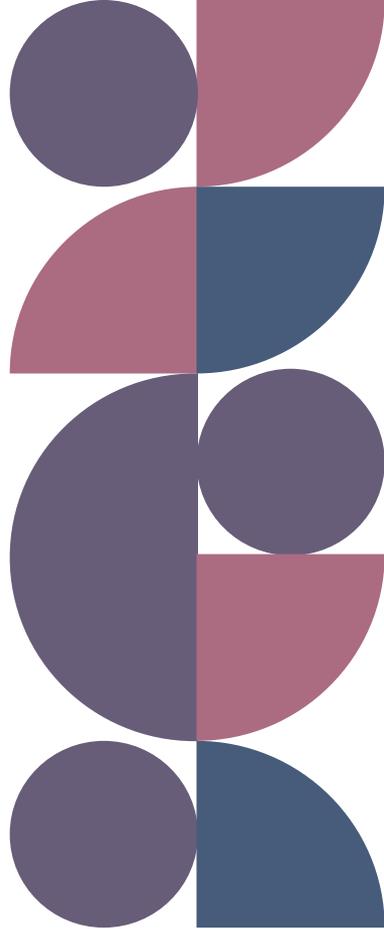
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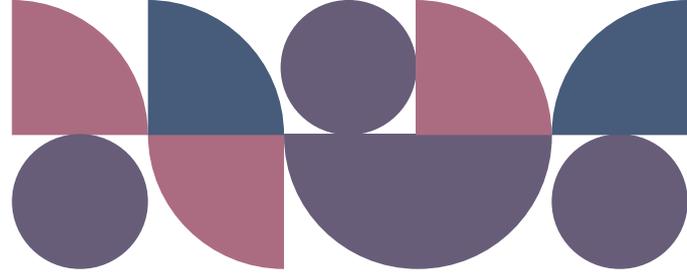
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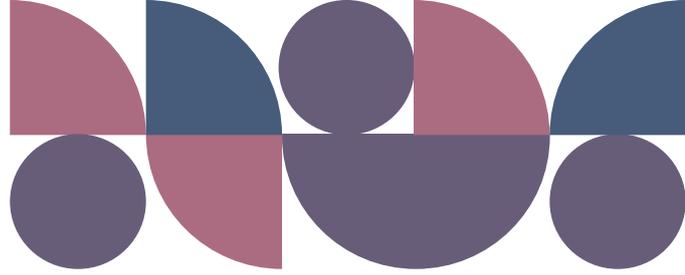


Leases



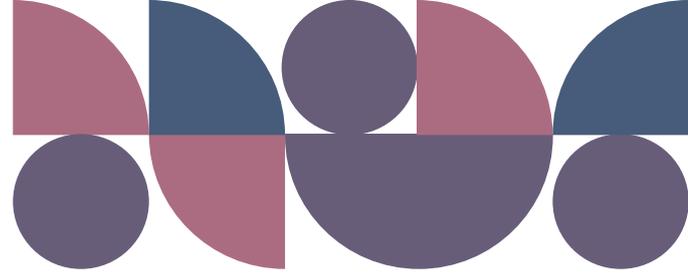
- **Always** read a lease or rental agreement before signing it or putting money down.
- Some important things to look for when reading a lease:
 - How long does the agreement last? (1 year? Month-to-month?)
 - Who is allowed to live in the unit?
 - How much is the rent?
 - When is rent due?
 - How must you pay your rent?
 - When can the rent be increased?
 - Who is responsible for paying utilities?
 - What about parking, snow removal, or trash disposal?
 - What are the rules about smoking?
 - Are you responsible for any maintenance or repairs?

Leases (continued)



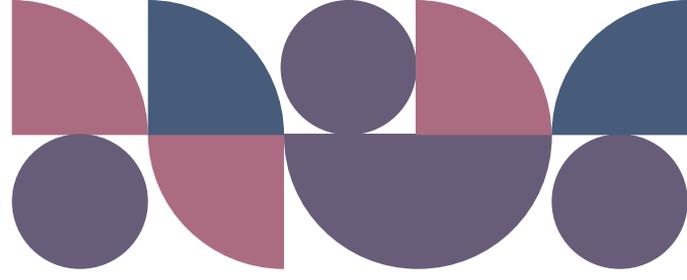
- If something is important to you, get it in writing.
- A landlord or tenant can choose to end the lease if the other party has broken the lease. It requires a 7-day notice given in-person or after 3 good faith efforts mailed by first class mail, with a copy left at the other person's home.
 - The lease will say what reasons the landlord must have before evicting you and what kind of notice the landlord must give a tenant.
 - Only if the tenant "materially breached" the lease, meaning a major violation, can the landlord end the tenancy within 7 days.
 - The landlord must have a court order to evict a tenant.

Leases (continued)



- Normally, terminating a tenancy at will requires 7 days' notice if it is for a **valid reason** (being 7 days or more behind on rent or serious damage/nuisance). But under the most recent Governor's order that is still in effect, **30 days' notice is now required**. A landlord who wants to **evict a tenant for no reason** must ordinarily give 30 days' notice, but now under the Governor's order the requirement is **45 days**.
- If you have a document called a "lease" but it does not say when the lease will end, you are probably a tenant at will. Your rights are different than those who have a lease. If you are a tenant at will, your landlord can evict you without giving a reason. However, he must give you 7 or 30 days notice in writing. There are some exceptions to this.

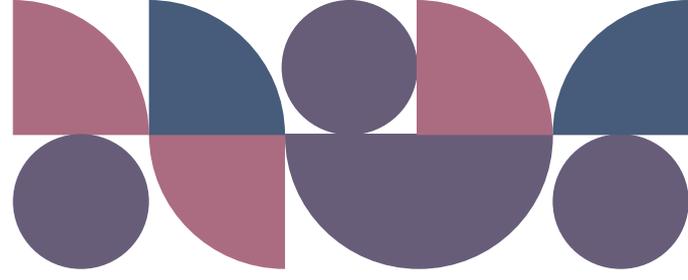
Discrimination



Landlords **cannot** discriminate against you because of your:

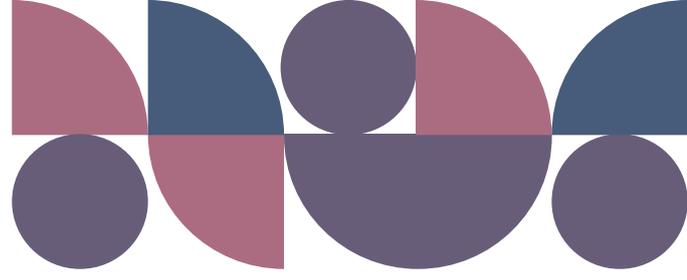
- Race
- Color
- Sex
- Sexual orientation
- Physical or mental impairment
- Religion
- Ancestry or national origin
- Getting welfare
- Being a single parent, being pregnant, or having children

Rent, Utilities, and Security Deposit



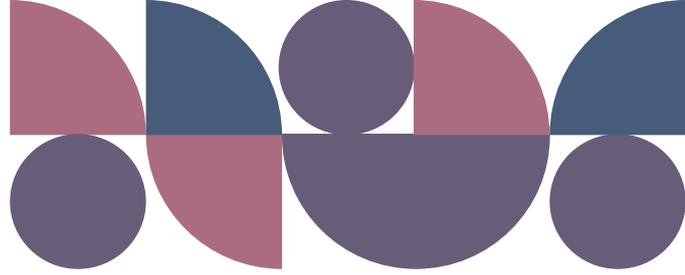
- If you pay your rent in cash, the landlord must give you a receipt at the same time (unless you live in a building with 5 apartments or fewer and your landlord lives there.)
 - The receipt must include the date, the amount you paid, your name, what the payment was for, and the landlord's signature.
- You have the right to know the energy costs for the living unit before you rent.
- Your landlord cannot refuse your rent just because the town is paying for some or all of it.
- If you share rent, remember that the landlord can charge you for all of the rent if your roommates don't pay their share.

Rent, Utilities, and Security Deposit (continued)



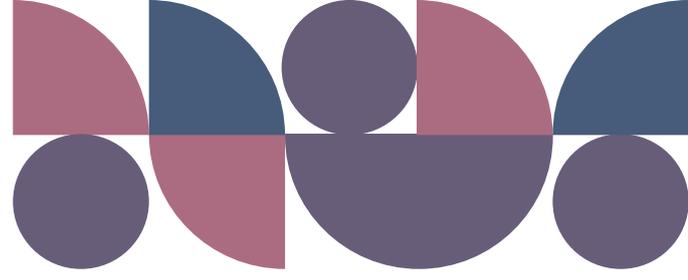
- If your landlord stops paying for utility bills, you can legally put the account in your name, pay the bill, and then remove the cost from your rent.
- You cannot refuse to pay your rent in any case because you will risk eviction.
 - Talk to your lawyer before deciding to stop paying rent.
- It is illegal for your landlord to make you pay for utilities for “common areas” alone. For example, talk to your landlord if you realize that you are paying the full cost of electricity in hallways or the basement.
- If you owe back rent or if you have damaged your apartment, your landlord can deduct those costs from your security deposit. Otherwise, your landlord must return the security deposit within 21 days if you are a tenant-at-will (no lease) or within the number of days stated in your lease (it cannot exceed 30 days no matter what).

Important Tips



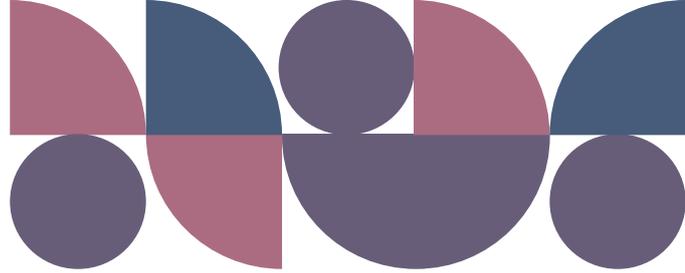
- Get something to keep all of your records in a file, including your lease or rental agreement, security deposit receipt, dated list of things wrong with the apartment, rent receipts, landlord's address and phone number, and any other papers about your tenancy.
- If your landlord wants to come into your home to make non-emergency repairs, or to show or inspect the apartment, he must give you "reasonable notice" of at least 24 hours. If there is an emergency, your landlord can enter after a shorter notice or without notice.
- It is illegal for you to change the locks without notifying your landlord, and you must give them a key within 48 hours of the change.
- Take pictures of the living space before you move-in and move-out so you don't get charged for any damages you did not cause.
- Always pay your rent on time and get a receipt.
- Always keep your apartment clean.
- For your fellow residents:
 - Do not disturb your neighbors.
 - Do not take part in criminal activity in or around your housing.
 - Dispose of garbage and waste correctly.
- Report any apparent environmental hazards to the management.
- **Never** ignore communications from your landlord.

Unsafe or Unfit Housing



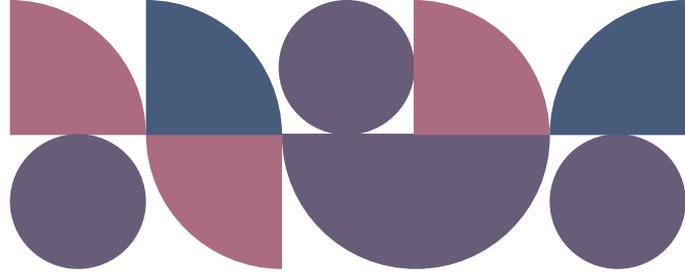
- Your landlord **must** keep your home in a condition that is safe and fit to live in.
- For all places built before **1978**: a landlord must give you 30 days notice before doing any repairs or renovations that disturb lead-based paint. If you think there is lead paint in your apartment, you can be tested or have your children tested for lead.
 - For more information, contact Childhood Lead Poisoning Prevention Program, DHHS: 1-866-292-3474. Or Lead Hazard Control Program, Maine State Housing Authority, 1-800-452-4668, or Lead Hazard Prevention Program, Department of Environmental Protection, 1-800-452-1942.

Unsafe or Unfit Housing (continued)



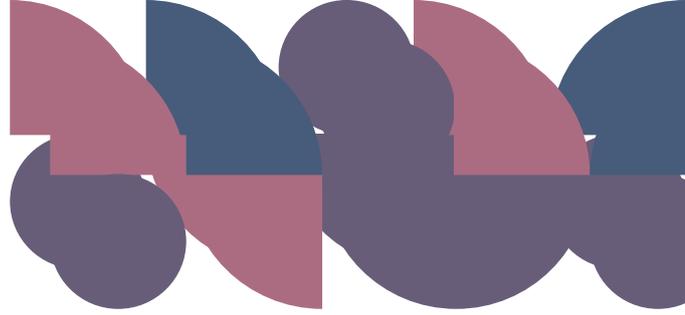
- All apartments must have working carbon monoxide alarms in or near bedrooms.
- Your landlord must test for radon every 10 years at the request of a tenant.
- Your landlord cannot force you to live in unsafe or unfit housing. However, you can agree by choice to live with certain unsafe or unfit conditions. It must be in writing, state the exact conditions, and say exactly how much rent was lowered because of the conditions.

“Repair and Deduct”



- Sometimes, if a repair is not too major, you can "repair and deduct." You can fix the problem and remove 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 larger. 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.
 - This amount is increased to two times your monthly rent if your building is in foreclosure.
 3. You, your family, or your guests did not cause the problem.

“Repair and Deduct” (continued)



4. Before you fix the problem, you must write a letter to your landlord. 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 remove the cost from your rent. (Pine Tree Legal has a form -- contact them for the copy.) If your landlord offers to fix the problem, then you must let them into your home to do the repair.

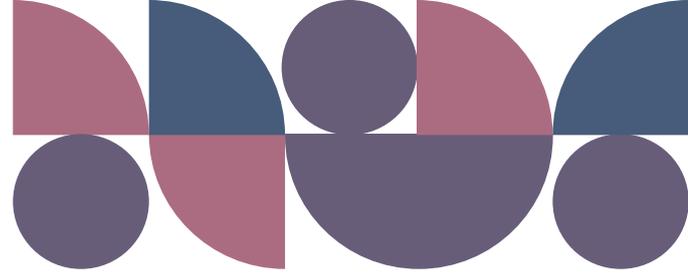
5. If you have the work done, both the work and the materials must be of good quality. If your problem is with the heating, plumbing, or electricity, you must get a licensed worker to do the repairs.

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

Limitations:

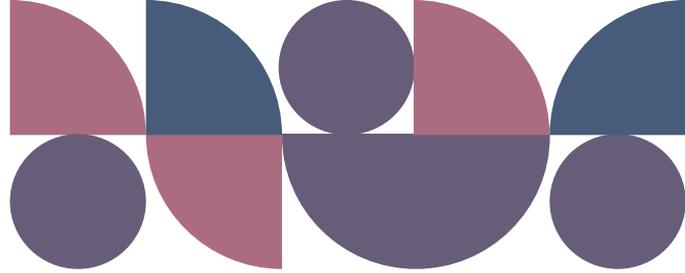
1. You cannot do "repair and deduct" if your landlord lives in the same building as you and there are fewer than 5 units in your building.
2. If you do repairs yourself, you can only deduct your rent for parts and materials, not for your labor. Members of your immediate family also cannot charge for labor.

Evictions



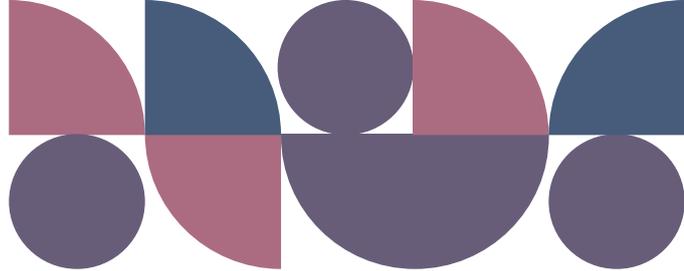
- If you receive a notice from your landlord that your tenancy is ending, call Pine Tree Legal Assistance for advice. 207-774-8211 or ptla.org/contact-us for exact numbers and hours for each office.
- In almost all situations, your landlord must give you a warning (called a notice) before you can be evicted. Look at your notice to see what day it expires. For example, it might say that your tenancy will end in 30 days. That means that if you have not moved within 30 days, your landlord can **start the eviction process** in court after the 30th day has passed. **This notice does NOT mean that you can be removed from your house in 30 days.**
- Your landlord must go to court in order to evict you.

Evictions (continued)



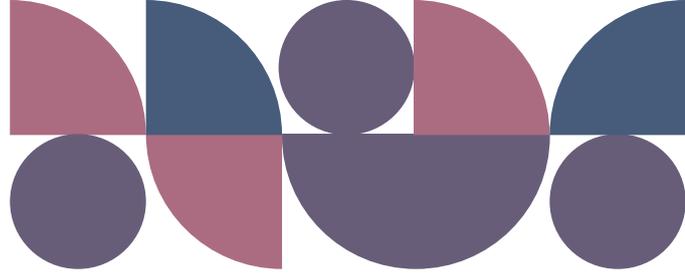
- The amount of notice you are entitled to receive depends on what kind of tenant you are. If you are a tenant with a lease, you can only be evicted if you have violated one or more of your major duties under the lease. This could be your duty to pay rent, to not disturb other tenants in the building, or not causing major damage. Unless your lease says that you must receive more notice, your landlord can serve you with a **7 day notice**.
- If you are a tenant without a lease, or a "tenant at will", there are other notice requirements under the law. See Pine Tree Legal Assistance's tenant self-help tools at www.ptla.org or contact Pine Tree Legal for more information.

Evictions (continued)



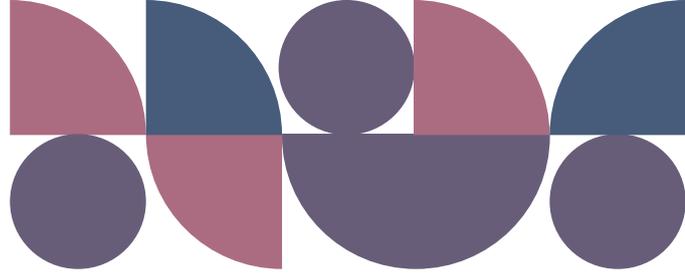
- Your landlord cannot turn off your utilities or change the locks before getting a court order. If your landlord tries to get around this by changing the locks, taking your property, or shutting off any of your utilities, he has broken the law.
- If your landlord is trying to evict you because you are behind on rent, you may be able to stop the eviction if you didn't pay because of a serious problem with your home that your landlord refused to fix.
- There are laws to protect you if your landlord tries to evict you because you asserted your rights.
- Maine law allows your landlord to evict you at any time during the year, even if you have children.
- If you do not go to the eviction hearing in court, you will lose. If you lose your case, you can appeal your case (ask for a formal change to the decision) if you believe that the court's decision was wrong. File the appeal with the District Court within 6 days of the day the judge signed the order against you.

Victims of domestic violence



- If you are the victim of domestic violence, sexual assault, or stalking, **you have legal protections.**
- A new law says that your landlord cannot evict you if the problem was caused by an abuser, and you are the victim of that abuse.
- Your landlord needs to know the facts of your situation so that he will know that these protections apply.
- Once you notify your landlord of the abuse, the law says that, for the next 6 months, any attempted eviction is not legal.
- The court would not give your landlord permission to evict you unless they prove that the eviction is for a different reason (like non-payment of rent).

Bedbugs

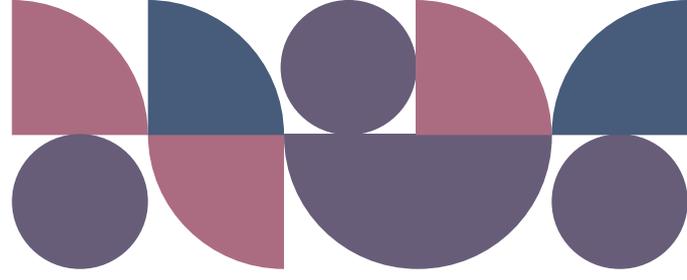


It is against the law for a landlord to rent an apartment that he knows (or suspects) to have bedbugs. He must tell you if other nearby apartments in the building have bedbug problems.

If your apartment becomes infected with bedbugs after you move in, you and your landlord must try to solve the problem.

This is how it works:

- After you tell your landlord, he must inspect your apartment within 5 days.
- Next, your landlord must contact a state pest control expert within 10 days of inspecting and finding bedbugs.
- Then, your landlord must take all reasonable steps to treat the problem, based on the expert's advice. Your landlord and the pest control expert will probably need access to your bed, furniture and other belongings.
- They must be respectful of your privacy but at the same time do whatever inspections are needed to take care of the problem. You need to work together to get rid of the bedbugs. Your landlord must tell you the costs of your participation in the process.

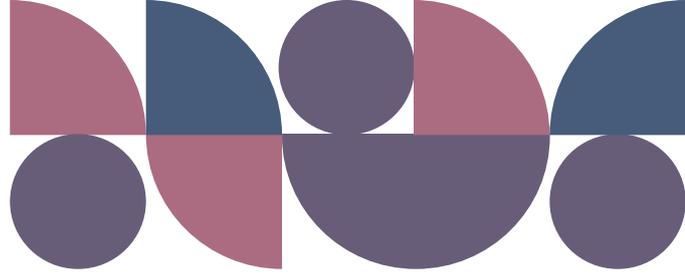


Bedbugs (continued)

To help prevent getting bedbugs:

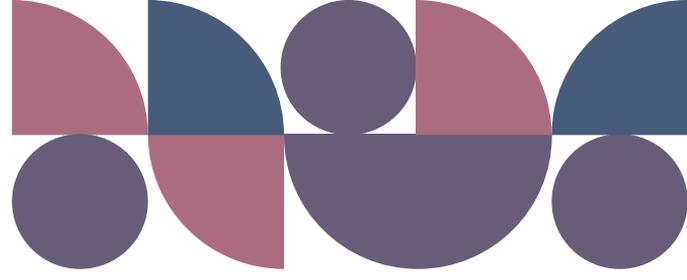
- Wash and dry your clothes and bedding in hot water and in as high heat as possible.
- Do not overheat the apartment.
- Keep a clean house (no crumbs or unwrapped food).
- Do not pick up any furniture or mattresses left outside or on the side of the road.

Mobile Home Parks



- If you own a mobile home and rent the space it is sitting on and are facing eviction, **call Pine Tree Legal**. This is a high stakes situation because if your mobile home is not easily movable, you stand to lose the home you own.
- Before you move into the park, the park owner must explain all fees to you.
- Before you sign an agreement to rent, the park owner must give you:
 - a copy of the mobile home park rules
 - a copy of the Maine mobile home park laws

Useful Contact Info



Pine Tree Legal Assistance Inc.: 88 Federal St, Portland, ME 04101; (207) 774-8211

Maine State Housing: 1-800-452-4668

Biddeford Housing Authority: 22 South St, Biddeford, ME 04005; (207) 282-6537

Portland Housing Authority: 14 Baxter Blvd, Portland, ME 04101; (207) 773-4753

Avesta Housing: 5 Graham St, Biddeford, ME 04005; (207) 283-0192

Housing and Employment Center: 196 Lancaster St. Portland; (207) 775 7911

South Portland Housing Authority: 100 Waterman Dr #101, South Portland, ME 04106; (207) 773-4140

Westbrook Housing Authority: 30 Liza Harmon Dr, Westbrook, ME 04092; (207) 854-9779