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## **An Act To Reduce Regulations for Residential Rental Property Owners**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 14 MRSA §6001, sub-§3, ¶B**, as amended by PL 2009, c. 566, §2, is further amended to read:

B. Complained as an individual, or if a complaint has been made in that individual's behalf, in good faith, of conditions affecting that individual's dwelling unit that may constitute a violation of a building, housing, sanitary or other code, ordinance, regulation or statute, presently or hereafter adopted, to a body charged with enforcement of that code, ordinance, regulation or statute, or such a body has filed a notice or complaint of such a violation; or

**Sec. 2. 14 MRSA §6001, sub-§3, ¶C**, as amended by PL 1989, c. 484, §1, is further amended to read:

C. Complained in writing or made a written request, in good faith, to the landlord or the landlord's agent to make repairs on the premises as required by any applicable building, housing or sanitary code, or by section 6021, or as required by the rental agreement between the parties; ~~or.~~

**Sec. 3. 14 MRSA §6001, sub-§3, ¶E**, as enacted by PL 2009, c. 566, §2, is repealed.

**Sec. 4. 14 MRSA §6001, sub-§5**, as enacted by PL 2009, c. 566, §3, is repealed.

**Sec. 5. 14 MRSA §6001, sub-§6** is enacted to read:

**6. Action for failure to pay rent or causing damage.** Notwithstanding subsection 3, if an action of forcible entry and detainer is brought for failure to pay rent or for causing substantial damage to the premises, the presumption of retaliation does not apply.

**Sec. 6. 14 MRSA §6001, sub-§7** is enacted to read:

**7. Affidavit required.** If a tenant disputes the forcible entry and detainer action, the tenant shall file with the court an affidavit signed by the tenant attesting that the tenant is not in arrears in the payment of the rent as of the date of the filing of the motion for forcible entry and detainer.

**Sec. 7. 14 MRSA §6013, sub-§3**, as enacted by PL 2009, c. 566, §7, is repealed and the following enacted in its place:

**3. Release of property claimed.** The landlord may condition release of the property to the tenant upon payment of any fee or any other amount that may be owed to the landlord by the tenant, including rental arrearages, damages and costs of storage.

**Sec. 8. 14 MRSA §6013, sub-§4**, as enacted by PL 2009, c. 566, §7, is repealed.

**Sec. 9. 14 MRSA §6013, sub-§5, ¶A**, as enacted by PL 2009, c. 566, §7, is repealed.

**Sec. 10. 14 MRSA §6013, sub-§5, ¶B,** as enacted by PL 2009, c. 566, §7, is amended to read:

B. If the tenant makes the claim as set forth in paragraph A but fails to retrieve the property by the 24<sup>th</sup>14<sup>th</sup> day after the notice under subsection 2 is sent, the landlord may employ one or more of the remedies described in paragraph D.

**Sec. 11. 14 MRSA §6013, sub-§6** is enacted to read:

**6. Other conditions.** A lease or tenancy at will agreement may place additional conditions other than those specified in this section on the treatment of abandoned property.

**Sec. 12. 14 MRSA §6021-A, sub-§2, ¶D,** as enacted by PL 2009, c. 566, §8, is repealed.

**Sec. 13. 14 MRSA §6021-A, sub-§4, ¶D,** as enacted by PL 2009, c. 566, §8, is repealed.

**Sec. 14. 14 MRSA §6030-C,** as amended by PL 2009, c. 652, Pt. B, §2 and affected by §3, is further amended to read:

### **§ 6030-C. Residential energy efficiency disclosure statement**

**1. Energy efficiency disclosure.** A landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for residential property that will be used by a tenant or lessee as a primary residence shall provide to potential tenants or lessees, upon request by those tenants or lessees, a residential energy efficiency disclosure statement in accordance with Title 35A, section 10117, subsection 1 that includes, but is not limited to, information about the energy efficiency of the property.

**2. Provision of statement.** A landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall provide the residential energy efficiency disclosure statement required under subsection 1 in accordance with this subsection. The landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall provide the statement to any person who requests the statement in person and ~~shall post the statement in a prominent location in a property that is being offered for rent or lease.~~ Before a tenant or lessee enters into a contract or pays a deposit to rent or lease a property, the landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall provide the statement to the tenant or lessee, obtain the tenant's or lessee's signature on the statement and sign the statement. The landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement shall retain the signed statement for a minimum of 7 years.

**Sec. 15. 14 MRSA §6030-D, sub-§1,** as amended by PL 2009, c. 566, §19, is repealed and the following enacted in its place:

**1. Testing.** Beginning January 1, 2010, a landlord or other person who purchases or otherwise obtains a residential building to be used as rental property shall have the air of the residential building tested for the presence of radon. A test required to be performed under this section is only required to be performed on those residential units of the building located on the lowest level of the building. The test must be conducted by a person registered with the Department of Health and Human Services pursuant to Title 22, chapter 165.

## SUMMARY

This bill makes changes to the residential rental property laws, including:

1. Eliminating the presumption that a forcible entry and detainer action commencing after a tenant files a fair housing complaint is retaliatory;
2. Removing, in a forcible entry and detainer action, the tenant's affirmative defense that the landlord failed to provide reasonable accommodation pursuant to the Maine Human Rights Act or the federal Fair Housing Act;
3. Preventing the tenant from raising the presumption of retaliation if the forcible entry and detainer action is being brought for failure to pay the rent or substantial damage to the premises by the tenant;
4. Requiring a tenant disputing a forcible entry and detainer action to submit an affidavit to the court that the tenant is not in arrears in payment of the rent as of the date of the filing of the forcible entry and detainer action;
5. Changing the responsibilities of a landlord regarding property abandoned by the tenant, including allowing the landlord to require that the tenant pay any rent or storage fees to the landlord prior to the landlord's releasing the property;
6. Removing the requirement that the landlord disclose to a prospective tenant the existence of a bedbug infestation in a neighboring unit and the history of inspection of the rental units;
7. Requiring the landlord to provide energy efficiency disclosures only upon request by a prospective tenant; and
8. Amending the radon testing requirements to require testing only when the residential rental property is acquired by a landlord and only for those units on the lowest level of that residential property.