APPROVED
APRIL 3, 2024
BY GOVERNOR

CHAPTER
594
PUBLIC LAW

STATE OF MAINE

IN THE YEAR OF OUR LORD

TWO THOUSAND TWENTY-FOUR

H.P. 945 - L.D. 1490

An Act to Reduce Rental Housing Costs by Limiting Additional Fees at or Prior to the Commencement of Tenancy

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

Sec. 1. 10 MRSA §9093, sub-§2, as enacted by PL 1987, c. 737, Pt. B, §1 and Pt. C, §106 and amended by PL 1989, c. 6; c. 9, §2; and c. 104, Pt. C, §§8 and 10, is repealed and the following enacted in its place:

2. Increases or changes. The mobile home park owner or operator shall give at least 30 days' written notice to all tenants before changing any rules, except that any notice of an increase in rent or fees must be consistent with the notice requirements for residential estates in Title 14, sections 6015 and 6016.

Sec. 2. 10 MRSA §9093-A is enacted to read:

§9093-A. Fees charged to applicants for lease of mobile home or mobile home park lot

1. Fees prohibited generally. Except as provided in subsection 2, a mobile home park owner or operator may not require an applicant to pay a fee to submit an application to enter into an agreement for rental of a mobile home or mobile home park lot or require an applicant to pay a fee for the mobile home park owner or operator to review or approve an application to enter into an agreement for rental of a mobile home or mobile home park lot.

2. Exceptions. A mobile home park owner or operator, in connection with an application to enter into an agreement for rental of a mobile home or mobile home park lot, may require an applicant to pay only one of the following:

A. The actual cost of a background check;

B. The actual cost of a credit check; or

C. The actual cost of a screening process other than those specified in paragraphs A and B.

A mobile home park owner or operator shall provide an applicant with a complete copy of the information obtained pursuant to a background check, credit check or other screening

process. A mobile home park owner or operator may not charge an applicant any fee under this subsection unless the mobile home park owner or operator has notified the applicant that the mobile home park owner or operator is required by law to provide the applicant a complete copy of the information obtained pursuant to the background check, credit check or other screening process.

A mobile home park owner or operator may not charge an applicant more than one fee for a background check, credit check or other screening process in any 12-month period.

Sec. 3. 14 MRSA §6000, sub-§1-A is enacted to read:

1-A. Mandatory recurring fee. "Mandatory recurring fee" means an amount of money paid, other than rent, on a predetermined recurring basis to fulfill requirements within a lease or tenancy at will agreement related to services or common areas. "Mandatory recurring fee" does not include fees for late, missed or insufficient payment of rent, repair costs, utility service costs, penalties or charges that are issued to reimburse the landlord for reasonable costs or that deter the tenant from violating the lease or tenancy at will agreement.

Sec. 4. 14 MRSA §6000, sub-§1-B is enacted to read:

1-B. Rent. "Rent" means an amount of money paid on a predetermined recurring basis to fulfill the requirements of a lease or tenancy at will agreement. "Rent" does not include security deposits, utility service costs, fees, penalties or charges that are issued to reimburse the landlord for reasonable costs or that deter the tenant from violating the lease or tenancy at will agreement.

Sec. 5. 14 MRSA §6000, sub-§3-A is enacted to read:

3-A. Utility service costs. "Utility service costs" means costs associated with a dwelling unit's use of:

A. Energy delivered for that dwelling unit;

B. Services provided by a public utility as defined in Title 35-A, section 102, subsection 13;

C. Services provided by a communications service as defined in Title 35-A, section 9202, subsection 3; and

D. Services provided by a municipality.

Sec. 6. 14 MRSA §6001, sub-§3, ¶A, as amended by PL 2023, c. 272, §1, is further amended to read:

A. Asserted the tenant's rights pursuant to section 6015, 6016, 6021, ~~or~~ 6030-D, 6030-I or 6030-J;

Sec. 7. 14 MRSA §6015, as repealed and replaced by PL 2023, c. 388, §1, is amended to read:

§6015. Notice of rent or mandatory recurring fee increase

1. Increase of rent or mandatory recurring fees generally. Except as provided in subsection 2, rent or mandatory recurring fees charged for residential estates may be increased by the landlord only after providing at least 45 days' written notice to the tenant. A written or oral waiver of this requirement is against public policy and is void. Any person

in violation of this section is liable for the return of any sums unlawfully obtained from the tenant, with interest, and reasonable attorney's fees and costs.

2. Increase of 10% or more. If rent charged for a residential estate is increased by the landlord by 10% or more, the landlord must provide at least 75 days' written notice to the tenant. If the landlord increases rent more than once in a 12-month period, and the increases add up to a total increase of 10% or more, the landlord must provide at least 75 days' written notice prior to any increase that brings the total increase in rent to 10% or more. A written or oral waiver of this requirement is against public policy and is void. Any person in violation of this subsection is liable for the return, with interest, of any sums unlawfully obtained from the tenant and reasonable attorney's fees and costs.

This subsection does not apply to rental housing that is subject to:

A. Requirements established by a document or deed recorded by a register of deeds that are designed to keep the housing affordable for tenants with specific income levels;

B. Restrictions as a condition of the landlord's receipt of subsidies from or participation in a municipal, state or federal housing program; or

C. Restrictions as a condition of the tenant's receipt of subsidies from or participation in a municipal, state or federal housing program.

Sec. 8. 14 MRSA §6022-A is enacted to read:

§6022-A. Limit on initial amount paid by tenant

1. Limit on amount required to initiate tenancy. Upon entering a lease or tenancy at will agreement, a landlord, landlord's agent or real estate broker may not require a tenant to pay an initial amount of money in excess of the total of the rent for the first full month of occupancy, a security deposit as limited by section 6032 and any mandatory recurring fee as defined in section 6000, subsection 1-A that is properly disclosed under section 6030-J.

Sec. 9. 14 MRSA §6030, sub-§2, as amended by PL 2009, c. 566, §16, is further amended to read:

2. Unenforceable provisions. The following lease or tenancy at will agreement or rule provisions for a dwelling unit, as defined in section 6021, are specifically declared to be unenforceable and in violation of Title 5, section 207:

A. Any provision that absolves the landlord from liability for the negligence of the landlord or the landlord's agent;

B. Any provision that requires the tenant to pay the landlord's legal fees in enforcing the lease or tenancy at will agreement;

C. Any provision that requires the tenant to give a lien upon the tenant's property for the amount of any rent or other sums due the landlord; ~~and~~

D. Any provision that requires the tenant to acknowledge that the provisions of the lease or tenancy at will agreement, including tenant rules, are fair and reasonable~~.~~;

E. Any provision that requires the tenant to pay a fee, penalty or other charge for the act of discontinuing tenancy, unless the fee, penalty or other charge is:

(1) To recover reasonable expenses related to securing another tenant in circumstances in which the initial tenant has breached provisions of the lease or tenancy at will agreement related to notice required before discontinuing tenancy;

(2) To collect unpaid rent due the landlord by the tenant; or

(3) To recover reasonable expenses incurred in the repair of damage to a dwelling unit caused by the tenant.

Retention of a security deposit or any portion of a security deposit for reasons permitted under section 6033 does not constitute a fee, penalty or other charge for the act of discontinuing tenancy; and

F. Any provision that requires the tenant to pay an optional recurring fee in violation of section 6030-I or 6030-J or a mandatory recurring fee in violation of section 6030-J.

Sec. 10. 14 MRSA §6030, sub-§4 is enacted to read:

4. Total price disclosure. A lease or tenancy at will agreement is unenforceable if the landlord does not receive a signed copy of the total price disclosure as required by section 6030-J.

Sec. 11. 14 MRSA §6030-I is enacted to read:

§6030-I. Optional recurring fee

1. Definition. As used in this section, "optional recurring fee" means an amount of money paid for an added service or feature of a property that is not essential to meet the basic health or safety requirements necessary for a dwelling unit to be fit for human habitation as governed by section 6021. "Optional recurring fee" does not include a fee for the use of a coin-operated laundry machine or other intermittent fee not paid on a predetermined recurring basis. "Optional recurring fee" does not include fees for late, missed or insufficient payment of rent, repair costs, utility service costs, penalties or charges that are issued to reimburse the landlord for reasonable costs or that deter the tenant from violating the lease or tenancy at will agreement.

2. Permitted optional recurring fee. A landlord may impose an optional recurring fee only if the landlord provides the tenant with written notice, prior to the implementation of the fee, that the tenant may opt in to using the services or property feature and cease paying the optional recurring fee at any time without penalty. A landlord may not deny or terminate a lease or tenancy at will agreement based on the tenant choosing to opt out of those services or property features or cease paying the optional recurring fee.

Sec. 12. 14 MRSA §6030-J is enacted to read:

§6030-J. Total price disclosure statement

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Mandatory recurring fee" has the same meaning as in section 6000, subsection 1-A.

B. "Optional recurring fee" has the same meaning as in section 6030-I, subsection 1.

C. "Rent" has the same meaning as in section 6000, subsection 1-B.

D. "Utility service costs" has the same meaning as in section 6000, subsection 3-A.

2. Written disclosure prior to tenancy. Notwithstanding any other provision of this chapter, prior to entering a lease or tenancy at will agreement, a landlord shall provide a potential tenant or lessee written disclosure of the costs the tenant or lessee will be responsible for paying pursuant to the lease or tenancy at will agreement that contains at a minimum the following:

A. The total cost of rent;

B. Any mandatory recurring fee;

C. Any optional recurring fee;

D. Any utility service costs; and

E. Any other cost that the tenant will be responsible for paying pursuant to the lease or tenancy at will agreement.

The disclosure must be plain and readily understandable by the general public. If a landlord is unable to obtain utility service costs for a dwelling unit, the landlord may provide a completed residential rental energy efficiency disclosure statement in accordance with Title 35-A, section 10117, subsection 1. The disclosure must be signed by both parties, with a copy provided to each.

3. Exception. A written disclosure under subsection 2 is not required if the tenant is not responsible for paying any mandatory recurring fee or any optional recurring fee.

Sec. 13. Effective date. This Act takes effect January 1, 2025.