

CHAPTER 709

ENTRY AND DETAINER

SUBCHAPTER 1

RESIDENTIAL LANDLORDS AND TENANTS

§6000. Definitions

As used in this subchapter, unless the context otherwise indicates, the following terms have the following meanings. [PL 2015, c. 293, §1 (NEW).]

1. Domestic violence. "Domestic violence" means conduct described in Title 17-A, chapters 9, 11, 12 and 13; Title 17-A, sections 432, 433, 506, 506-A, 506-B, 758, 805, 806, 852 and 853; and Title 19-A, section 4102, subsection 1, when the victim of that conduct or threat is a family or household member, as defined in Title 19-A, section 4102, subsection 6, paragraphs A to E or dating partner, as defined in Title 19-A, section 4102, subsection 4.

[PL 2021, c. 647, Pt. B, §5 (AMD); PL 2021, c. 647, Pt. B, §65 (AFF).]

2. Sexual assault. "Sexual assault" means any conduct described under Title 17-A, chapters 11, 12 and 35 and Title 17-A, sections 852 and 853.

[PL 2015, c. 293, §1 (NEW).]

2-A. Sexual harassment. "Sexual harassment" means verbal or physical conduct of a sexual nature directed at a specific person, including, but not limited to, unwelcome sexual advances; sexually suggestive remarks or actions; unwanted hugs, touches or kisses; and requests for sexual favors. "Sexual harassment" includes retaliation for communicating about or filing a complaint of sexual harassment.

[RR 2019, c. 1, Pt. A, §13 (COR).]

3. Stalking. "Stalking" means any conduct described in Title 17-A, section 210-A.

[PL 2015, c. 293, §1 (NEW).]

4. Victim. "Victim" means an individual who has been subject to domestic violence, sexual assault or stalking.

[PL 2015, c. 293, §1 (NEW).]

SECTION HISTORY

PL 2015, c. 293, §1 (NEW). PL 2019, c. 351, §1 (AMD). RR 2019, c. 1, Pt. A, §13 (COR). PL 2021, c. 647, Pt. B, §5 (AMD). PL 2021, c. 647, Pt. B, §65 (AFF).

§6001. Availability of remedy

1. Persons against whom process may be maintained. Process of forcible entry and detainer may be maintained against a disseisor who has not acquired any claim by possession and improvement; against a tenant holding under a written lease or contract or person holding under such a tenant; against a tenant where the occupancy of the premises is incidental to the employment of a tenant; at the expiration or forfeiture of the term, without notice, if commenced within 7 days from the expiration or forfeiture of the term; against a tenant at will, whose tenancy has been terminated as provided in section 6002; and against manufactured housing owners and tenants pursuant to Title 10, chapter 951, subchapter 6. When there are multiple occupants of an apartment or residence, the process of forcible entry and detainer is effective against all occupants if the plaintiff names as parties "all other occupants"

together with all adult individuals whose names appear on the lease or rental agreement for the premises or whose tenancy the plaintiff has acknowledged by acceptance of rent or otherwise.

[PL 2017, c. 210, Pt. B, §39 (AMD).]

1-A. Foreclosure. A bona fide tenancy in a building for which a foreclosure action brought pursuant to either section 6203-A or 6321 is pending or for which a foreclosure judgment has been entered may be terminated only pursuant to the provisions of the federal Protecting Tenants at Foreclosure Act of 2009, Public Law 111-22, Sections 701 to 704.

[PL 2009, c. 566, §1 (NEW).]

1-B. Residential lease without termination or notice language. If a written residential lease or contract does not include a provision to terminate the tenancy or does not provide for any written notice of termination in the event of a material breach of a provision of the written residential lease or contract, either the landlord or the tenant may terminate the written residential lease or contract pursuant to this subsection.

A. A landlord may terminate the tenancy in accordance with section 6002, subsections 1 and 2. After a landlord has provided notice and service as provided in section 6002, including language advising the tenant that the tenant has the right to contest the termination in court, the landlord may commence a forcible entry and detainer action as provided in this section. [PL 2011, c. 122, §1 (NEW).]

B. A tenant may terminate the tenancy by providing the landlord with 7 days' written notice of the termination if the landlord has substantially breached a provision of the written residential lease or contract. In the event that the tenant or the tenant's agent has made at least 3 good faith efforts to personally serve the landlord in-hand, that service may be accomplished by both mailing the notice by first-class mail to the landlord's last known address and by leaving the notice at the landlord's last and usual place of abode. [PL 2011, c. 420, Pt. D, §1 (AMD); PL 2011, c. 420, Pt. D, §6 (AFF).]

[PL 2011, c. 420, Pt. D, §1 (AMD); PL 2011, c. 420, Pt. D, §6 (AFF).]

2. Persons who may not maintain process. The process of forcible entry and detainer may not be maintained against a tenant by a 3rd party lessee, grantee, assignee or donee of the tenant's premises, unless a tenant at will has received notice of termination in accordance with section 6002 by either the grantor or the grantee of the conveyance.

[PL 1985, c. 638, §4 (AMD).]

3. Presumption of retaliation. In any action of forcible entry and detainer there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months prior to the commencement of the action, the tenant has:

A. Asserted the tenant's rights pursuant to section 6015, 6016, 6021 or 6030-D; [PL 2023, c. 272, §1 (AMD).]

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; [PL 2009, c. 566, §2 (AMD).]

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; [PL 2015, c. 293, §2 (AMD).]

D. [PL 1989, c. 484, §2 (NEW); MRSA T. 14 §6001, sub-§3, ¶D (RP).]

E. Prior to being served with an eviction notice, filed, in good faith, a fair housing complaint for which there is a reasonable basis with the Maine Human Rights Commission or filed, in good faith, a fair housing complaint for which there is a reasonable basis with the United States Department of Housing and Urban Development concerning acts affecting that individual's tenancy; [PL 2019, c. 351, §2 (AMD).]

F. Prior to being served with an eviction notice, provided the landlord or the landlord's agent with notice that the tenant or tenant's minor child is a victim; or [PL 2019, c. 351, §2 (AMD).]

G. Prior to being served with an eviction notice, communicated to the landlord or the landlord's agent about an act of sexual harassment or filed a complaint with a law enforcement agency, the Maine Human Rights Commission or a court of an act of sexual harassment by the landlord or the landlord's agent against the tenant or a family or household member of the tenant. [PL 2019, c. 351, §2 (NEW).]

If an action of forcible entry and detainer is brought for any reason set forth in section 6002, subsection 1 or for violation of a lease provision, the presumption of retaliation does not apply, unless the tenant has asserted a right pursuant to section 6026.

A writ of possession may not issue in the absence of rebuttal of the presumption of retaliation. [PL 2023, c. 272, §§1, 2 (AMD).]

4. Membership in tenants' organization. No writ of possession may issue when the tenant proves that the action of forcible entry and detainer was commenced in retaliation for the tenant's membership in an organization concerned with landlord-tenant relationships. [PL 1981, c. 428, §1 (NEW).]

5. Affirmative defense. A tenant may raise the affirmative defense of failure of the landlord to provide the tenant with a reasonable accommodation pursuant to Title 5, chapter 337 or the federal Fair Housing Act, 42 United States Code, Section 3604(f)(3)(B). The court shall deny the forcible entry and detainer and not grant possession to the landlord if the court determines that the landlord has a duty to offer a reasonable accommodation and has failed to do so and there is a causal link between the accommodation requested and the conduct that is the subject of the forcible entry and detainer action.

The court shall grant the forcible entry and detainer if the court determines that the landlord is otherwise entitled to possession and:

A. The landlord does not have a duty to offer a reasonable accommodation; [PL 2011, c. 405, §2 (NEW).]

B. The landlord has, in fact, offered a reasonable accommodation; or [PL 2011, c. 405, §2 (NEW).]

C. There is no causal link between the accommodation requested and the conduct that is the subject of the forcible entry and detainer action. [PL 2011, c. 405, §2 (NEW).]

For purposes of this subsection, "reasonable accommodation" means a change, exception or adjustment to a rule, policy, practice or service that is necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common access spaces for that dwelling. [PL 2011, c. 405, §2 (RPR).]

6. Domestic violence, sexual assault and stalking. This subsection applies to incidents involving domestic violence, sexual assault or stalking.

A. A victim may not be evicted based on an incident or incidents of actual or threatened domestic violence, sexual assault or stalking occurring at the premises or reporting to any agency such incidents that otherwise may be construed as:

(1) A nuisance under section 6002;

(2) Damage to property under section 6002; or

(3) A lease violation arising from a nuisance, a disturbance or damage to premises. [PL 2015, c. 293, §5 (NEW).]

B. A victim may not be held liable for damage to the property related to an incident or incidents of actual or threatened domestic violence, sexual assault or stalking beyond the value of the victim's security deposit, as long as the alleged perpetrator is a tenant and the victim provides written notice of the damage and documentation required pursuant to paragraph H within 30 days of the occurrence of the damage. [PL 2015, c. 293, §5 (NEW).]

C. A landlord may bifurcate a lease or tenancy without regard to whether a household member who is a victim is a signatory to the lease in order to evict or terminate the tenancy of a perpetrator of domestic violence, sexual assault or stalking. In bifurcating a tenancy, a landlord may not interfere with a victim's property rights as allocated in a valid court order. Nothing in this section may be construed to create a tenancy that previously did not exist. [PL 2015, c. 293, §5 (NEW).]

D. A victim may terminate a lease early due to an incident or threat of domestic violence, sexual assault or stalking by providing:

(1) Seven days' written notice and documentation required pursuant to paragraph H, in the case of a lease of less than one year; or

(2) Thirty days' written notice and documentation required pursuant to paragraph H, in the case of a lease with a term of one year or more.

A victim is not liable for any unpaid rent under the victim's lease. [PL 2015, c. 293, §5 (NEW).]

D-1. A tenant who is the victim of sexual harassment by a landlord or the landlord's agent may terminate a lease as set forth in paragraph D if the tenant provides documentation set forth in paragraph H. [PL 2019, c. 351, §3 (NEW).]

E. Nothing in this section prohibits a landlord from evicting a tenant for reasons unrelated to domestic violence, sexual assault or stalking. [PL 2015, c. 293, §5 (NEW).]

F. Nothing in this section prohibits a landlord from instituting a forcible entry and detainer action against the tenant of the premises who perpetrated the domestic violence, sexual assault or stalking or obtaining a criminal no trespass order against a nontenant who perpetrates such violence or abuse at the premises. [PL 2015, c. 494, Pt. A, §10 (AMD).]

G. Nothing in this section limits the rights of a landlord to hold a perpetrator of the domestic violence, sexual assault or stalking liable for damage to the property. [PL 2015, c. 293, §5 (NEW).]

H. When a victim asserts any of the provisions contained within this chapter specifically available to a victim, except for changing locks according to section 6025, subsection 1, a victim shall provide to the landlord documentation of the alleged conduct by the perpetrator, including the perpetrator's name. Acceptable documentation includes, but is not limited to:

(1) A statement signed by a Maine-based sexual assault counselor as defined in Title 16, section 53-A, subsection 1, paragraph B, an advocate as defined in Title 16, section 53-B, subsection 1, paragraph A or a victim witness advocate as defined in Title 16, section 53-C, subsection 1, paragraph C;

(2) A statement signed by a health care provider, mental health care provider or law enforcement officer, including the license number of the health care provider, mental health care provider or law enforcement officer if licensed;

(3) A copy of a protection from abuse complaint or a temporary order or final order of protection;

(4) A copy of a protection from harassment complaint or a temporary order or final order of protection from harassment;

(5) A copy of a police report prepared in response to an investigation of an incident of domestic violence, sexual assault or stalking; and

(6) A copy of a criminal complaint, indictment or conviction for a domestic violence, sexual assault or stalking charge. [PL 2017, c. 455, §3 (AMD).]

[PL 2019, c. 351, §3 (AMD).]

7. Notice to quit; form notice required. Beginning January 1, 2024, a landlord shall attach to a notice to terminate tenancy served upon a tenant the form notice posted on the publicly accessible website of the judicial branch in accordance with section 6004, subsection 2.

[PL 2023, c. 379, §1 (NEW).]

REVISOR'S NOTE: (Subsection 7 as enacted by PL 2023, c. 386, §1 is REALLOCATED TO TITLE 14, SECTION 6001, SUBSECTION 8)

8. (REALLOCATED FROM T. 14, §6001, sub-§7) Service of notice. If a notice served pursuant to this section, section 6002, section 6025 or Title 10, section 9097 is served by a person authorized to make service under section 702 or 703, that notice is admissible in evidence for the purpose of proving service occurred and the person who provided service may attend the court hearing remotely if that person is required to testify to the service of the notice.

[PL 2023, c. 386, §1 (NEW); RR 2023, c. 1, Pt. A, §5 (RAL).]

SECTION HISTORY

PL 1971, c. 322, §1 (AMD). PL 1977, c. 401, §2 (AMD). PL 1981, c. 428, §1 (RPR). PL 1985, c. 638, §4 (AMD). PL 1989, c. 484, §§1,2 (AMD). PL 1995, c. 60, §2 (AMD). PL 1995, c. 372, §1 (AMD). PL 2009, c. 566, §§1-3 (AMD). PL 2011, c. 122, §1 (AMD). PL 2011, c. 405, §§1, 2 (AMD). PL 2011, c. 420, Pt. D, §1 (AMD). PL 2011, c. 420, Pt. D, §6 (AFF). PL 2013, c. 324, §1 (AMD). PL 2015, c. 293, §§2-5 (AMD). PL 2015, c. 494, Pt. A, §10 (AMD). PL 2017, c. 210, Pt. B, §39 (AMD). PL 2017, c. 455, §3 (AMD). PL 2019, c. 351, §§2, 3 (AMD). PL 2023, c. 272, §§1, 2 (AMD). PL 2023, c. 379, §1 (AMD). PL 2023, c. 386, §1 (AMD). RR 2023, c. 1, Pt. A, §5 (COR).

§6002. Tenancy at will; buildings on land of another

Tenancies at will must be terminated by either party by a minimum of 30 days' notice, except as provided in subsections 2 and 4, in writing for that purpose given to the other party, but if the landlord or the landlord's agent has made at least 3 good faith efforts to serve the tenant, that service may be accomplished by both mailing the notice by first class mail to the tenant's last known address and by leaving the notice at the tenant's last and usual place of abode. In cases when the tenant has paid rent through the date when a 30-day notice would expire, the notice must expire on or after the date through which the rent has been paid. Either party may waive in writing the 30 days' notice at the time the notice is given, and at no other time prior to the giving of the notice. A termination based on a 30-day notice is not affected by the receipt of money, whether previously owed or for current use and occupation, until the date a writ of possession is issued against the tenant during the period of actual occupancy after receipt of the notice. When the tenancy is terminated, the tenant is liable to the process of forcible entry and detainer without further notice and without proof of any relation of landlord and tenant unless the tenant has paid, after service of the notice, rent that accrued after the termination of the tenancy. These provisions apply to tenancies of buildings erected on land of another party. Termination of the tenancy is deemed to occur at the expiration of the time fixed in the notice. A 30-day notice under this paragraph and a 7-day notice under subsection 2 may be combined in one notice to the tenant. [PL 2015, c. 293, §6 (AMD).]

A notice to terminate under this section must include language advising the tenant that the tenant has the right to contest the termination in court. Failure to include language regarding the right to contest termination in the notice to terminate is not grounds to dismiss a forcible entry and detainer action. If the landlord fails to include language required by this paragraph in a notice to terminate and the tenant does not appear at the court hearing scheduled in any forcible entry and detainer action arising from the notice to terminate, the landlord's failure to include the required language in the notice to terminate constitutes sufficient grounds to set aside any default judgment entered against the tenant for failure to appear at the court hearing. This paragraph does not limit the right of a tenant to raise as a defense in an action for forcible entry and detainer the landlord's failure to include language in the notice to terminate as required by a lease agreement or any federal or state statutes, regulations or rules affecting the tenancy. [PL 2009, c. 566, §4 (NEW).]

1. Causes for 7-day notice of termination of tenancy. Notwithstanding any other provisions of this chapter, the tenancy may be terminated upon 7 days' written notice in the event that the landlord can show, by affirmative proof, that:

- A. The tenant, the tenant's family or an invitee of the tenant has caused substantial damage to the demised premises that the tenant has not repaired or caused to be repaired before the giving of the notice provided in this subsection; [PL 2009, c. 171, §2 (NEW).]
- B. The tenant, the tenant's family or an invitee of the tenant caused or permitted a nuisance within the premises, has caused or permitted an invitee to cause the dwelling unit to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy; [PL 2015, c. 293, §7 (AMD).]
- C. The tenant is 7 days or more in arrears in the payment of rent; [PL 2017, c. 103, §1 (AMD).]
- D. The tenant is a perpetrator of domestic violence, sexual assault or stalking and the victim is also a tenant; [PL 2017, c. 103, §2 (AMD).]
- E. The tenant or the tenant's guest or invitee is the perpetrator of violence, a threat of violence or sexual assault against another tenant, a tenant's guest, the landlord or the landlord's employee or agent, except that this paragraph does not apply to a tenant who is a victim as defined in section 6000, subsection 4 and who has taken reasonable action under the circumstances to comply with the landlord's request for protection of the tenant, another tenant, a tenant's guest or invitee, the landlord or the landlord's employee or agent or of the landlord's property; or [PL 2017, c. 103, §3 (NEW).]
- F. The person occupying the premises is not an authorized occupant of the premises. [PL 2017, c. 103, §3 (NEW).]

If a tenant who is 7 days or more in arrears in the payment of rent pays the full amount of rent due before the expiration of the 7-day notice in writing, that notice is void. Thereafter, in all residential tenancies at will, if the tenant pays all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually expended by the landlord before the issuance of the writ of possession as provided by section 6005, then the tenancy must be reinstated and no writ of possession may issue.

In the event that the landlord or the landlord's agent has made at least 3 good faith efforts to personally serve the tenant in-hand, that service may be accomplished by both mailing the notice by first class mail to the tenant's last known address and by leaving the notice at the tenant's last and usual place of abode.

Payment or written assurance of payment through the general assistance program, as authorized by the State or a municipality pursuant to Title 22, chapter 1161, has the same effect as payment in cash. [PL 2017, c. 103, §§1-3 (AMD).]

2. Ground for termination notice. A notice of termination issued pursuant to subsection 1 must indicate the specific ground claimed for issuing the notice.

A. If a ground claimed is rent arrearage of 7 days or more, the notice must also include a statement:

(1) Indicating the amount of the rent that is 7 days or more in arrears as of the date of the notice; and

(2) Setting forth the following notice: "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." [PL 2009, c. 171, §3 (NEW).]

B. If the notice states an incorrect rent arrearage or contains any other clerical errors that do not significantly or materially alter the purpose or understanding of the notice, the notice cannot be held invalid if the landlord can show the error was unintentional. [PL 2009, c. 171, §3 (NEW).] [PL 2009, c. 171, §3 (RPR).]

3. Breach of warranty of habitability as an affirmative defense. In an action brought by a landlord to terminate a rental agreement on the ground that the tenant is in arrears in the payment of rent, the tenant may raise as a defense any alleged violation of the implied warranty and covenant of habitability, provided that the landlord or the landlord's agent has received actual or constructive notice of the alleged violation, and has unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition and the condition was not caused by the tenant or another person acting under the tenant's control. Upon finding that the dwelling unit is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement, with the court assessing against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent thus owed must be paid on a pro rata basis, unless the parties agree otherwise, and payments become due at the same intervals as rent for the current rental period. The landlord may not charge the tenant for the full rental value of the property until such time as it is fit for human habitation. [PL 1995, c. 208, §1 (AMD).]

4. Victims of domestic violence, sexual assault or stalking. A victim may terminate the victim's tenancy in a tenancy-at-will or a lease with a term of less than one year with 7 days' written notice and documentation required pursuant to section 6001, subsection 6, paragraph H due to an incident or threat of domestic violence, sexual assault or stalking. A victim of domestic violence, sexual assault or stalking may terminate the victim's tenancy in a lease with a term of one year or more with 30 days' written notice and documentation required pursuant to section 6001, subsection 6, paragraph H. When written notice is provided to the landlord, the victim is not liable for any rent due beyond the date the notice expires or the date the victim vacates the unit, whichever is later, unless the victim has prepaid rent for the month, in which case the landlord is not required to refund the rent for that month. [PL 2015, c. 293, §9 (NEW).]

SECTION HISTORY

PL 1971, c. 322, §§2,3 (AMD). PL 1971, c. 544, §§46-A,47 (AMD). PL 1977, c. 441 (AMD). PL 1979, c. 232 (AMD). PL 1979, c. 298 (AMD). PL 1981, c. 65 (AMD). PL 1981, c. 428, §§2-4 (AMD). PL 1983, c. 398 (AMD). PL 1989, c. 284 (AMD). PL 1993, c. 202, §1 (AMD). PL 1993, c. 211, §2 (AMD). PL 1995, c. 208, §1 (AMD). PL 1999, c. 248, §§1,2 (AMD). PL 2003, c. 296, §1 (AMD). PL 2009, c. 171, §§1-3 (AMD). PL 2009, c. 566, §4 (AMD). PL 2015, c. 293, §§6-9 (AMD). PL 2017, c. 103, §§1-3 (AMD).

§6003. Jurisdiction

The District Court shall have jurisdiction of cases of forcible entry and detainer.

The court shall schedule and hold the hearing as soon as practicable, but no later than 10 days after the return day except that the court may grant a continuance for good cause shown. Any defendant requesting a recorded hearing shall file a written answer enumerating all known defenses on or before the return day. [PL 1997, c. 151, §1 (AMD).]

SECTION HISTORY

PL 1981, c. 428, §5 (AMD). PL 1989, c. 452, §1 (AMD). PL 1997, c. 151, §1 (AMD).

§6004. Commencement of action

1. Summons and complaint; service. The process of forcible entry and detainer must be commenced and service made in the same manner as other civil actions, except that if at least 3 good faith efforts on 3 different days have been made to serve the defendant, service may be accomplished by both mailing the summons and complaint by first-class mail to the defendant's last known address and leaving the summons and complaint at the defendant's last and usual place of abode. If service has been made by mailing and posting the summons and complaint, the plaintiff shall file with the court an affidavit demonstrating that compliance with the requirement of service has occurred. When the plaintiff lives out of the State and a recognizance is required of the plaintiff, any person may recognize in the plaintiff's behalf and is personally liable.

[PL 2021, c. 316, §1 (NEW).]

2. Form notice. If the defendant is a residential tenant, the plaintiff shall attach to the summons and complaint that is served on the defendant as provided in subsection 1 a one-page to 2-page form notice provided by the judicial branch in consultation with other resources and posted on the publicly accessible website of the judicial branch, written in language that is plain and readily understandable by the general public, that contains at a minimum the following:

A. A description of the court procedure to be followed in the case, including a clear explanation of the process that must be followed before a tenant is required to vacate a rental unit; [PL 2021, c. 316, §1 (NEW).]

B. A statement that failure to appear at any scheduled status conference or hearing may result in the entry of judgment in favor of the landlord, which would require the tenant to leave the rental unit; [PL 2021, c. 316, §1 (NEW).]

C. A list of rental assistance programs available to residential tenants; [PL 2021, c. 316, §1 (NEW).]

D. A list of resources that provide legal information and representation available to residential tenants; [PL 2021, c. 316, §1 (NEW).]

E. A list of resources that provide housing counseling available to residential tenants; [PL 2021, c. 316, §1 (NEW).]

F. A statement that either party may request, or the court may at any time refer the parties to, mediation on any issue; and [PL 2021, c. 316, §1 (NEW).]

G. A court-approved form to request mediation. [PL 2021, c. 316, §1 (NEW).]
[PL 2021, c. 316, §1 (NEW).]

3. Notice of counsel. If the court has been advised that an attorney is available to represent tenants in actions of forcible entry and detainer on a day that the court is planning to hold hearings on actions of forcible entry and detainer, the court shall announce the availability of that attorney prior to the commencement of proceedings for actions of forcible entry and detainer on that day. Failure of the court to comply with the requirements of this subsection is not grounds for dismissal of the action or to set aside or appeal any judgment entered against the tenant.

[PL 2023, c. 379, §2 (NEW).]

SECTION HISTORY

PL 2013, c. 135, §1 (RPR). PL 2015, c. 22, §1 (AMD). PL 2021, c. 316, §1 (RPR). PL 2023, c. 379, §2 (AMD).

§6004-A. Mediation

The court may, in any residential tenancy under this subchapter, at any time refer the parties to mediation on any issue. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

1. Mediated agreement. An agreement reached by the parties through mediation must be reduced to writing, signed by the parties and presented to the court for approval as a court order. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

2. No agreement; good faith effort required. When agreement through mediation is not reached on an issue, the court shall determine that the parties made a good faith effort to mediate the issue before proceeding with a hearing. If the court finds that either party failed to make a good faith effort to mediate, the court may order the parties to submit to mediation, may dismiss the action or a part of the action, may render a decision or judgment by default, may assess attorney's fees and costs or may impose any other sanction that is appropriate in the circumstances. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

3. Mediation not ordered; consent. The court may not order mediation in cases in which no mediator is available or mediation would delay any hearing in the matter, unless the parties consent to a delay in the proceedings to allow mediation to take place. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

4. Mediators provided. The Court Alternative Dispute Resolution Service, established in Title 4, section 18-B, shall provide mediators for mediations under this section. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

5. Rules; fees. The Supreme Judicial Court may adopt rules of procedure for actions under this chapter. [PL 2007, c. 246, §2 (NEW); PL 2007, c. 246, §6 (AFF).]

SECTION HISTORY

PL 2007, c. 246, §2 (NEW). PL 2007, c. 246, §6 (AFF).

§6005. Writ of possession; service

When the defendant is defaulted or fails to show sufficient cause, judgment must be rendered against the defendant by the District Court for possession of the premises. Seven calendar days after the judgment is entered, the court shall issue the writ of possession to remove the defendant. The writ may be served by a sheriff or a constable. If at least 3 good faith efforts on 3 different days have been made to serve the defendant, service may be accomplished by both mailing the notice by first-class mail to the defendant's last known address and leaving the writ of possession at the defendant's last and usual place of abode. A writ of possession may not issue in any case in which the ground for termination of the tenancy at will was rent arrearage and the defendant paid the amount necessary to reinstate the tenancy as provided by section 6002. [PL 1999, c. 248, §3 (AMD).]

An additional writ of possession may be issued by the clerk at the request of the plaintiff after issuance of the first writ. [PL 1989, c. 452, §2 (NEW).]

When a writ of possession has been served on the defendant by a constable or sheriff, and the defendant fails to remove himself or his possessions within 48 hours of service by the constable or sheriff, the defendant is deemed a trespasser without right and the defendant's goods and property are considered by law to be abandoned and subject to section 6013. [PL 1981, c. 428, §6 (NEW).]

SECTION HISTORY

PL 1979, c. 327, §1 (AMD). PL 1981, c. 428, §6 (AMD). PL 1989, c. 452, §2 (AMD). PL 1995, c. 208, §2 (AMD). PL 1997, c. 151, §2 (AMD). PL 1997, c. 336, §1 (AMD). PL 1997, c. 683, §A6 (AMD). PL 1999, c. 248, §3 (AMD).

§6006. Claim of title**(REPEALED)**

SECTION HISTORY

PL 1995, c. 448, §1 (RP).

§6007. Allegation that defendant's claim is frivolous**(REPEALED)**

SECTION HISTORY

PL 1995, c. 448, §1 (RP).

§6008. Appeal

1. Right to appeal. Either party may appeal on questions of law from a judgment to the Superior Court as in other civil actions. Either party may appeal on any issue triable by right by a jury to a trial de novo in the Superior Court as provided in this section. The time for filing an appeal of the judgment of the District Court expires upon the issuance of the writ of possession pursuant to section 6005 or 30 days from the time the judgment is entered, whichever occurs first.

[PL 1997, c. 336, §2 (AMD).]

2. Appeal by defendant; record; stay. When the defendant appeals, the defendant shall pay to the plaintiff or, if there is a dispute about the rent, to the District Court, any unpaid portion of the current month's rent or the rent arrearage, whichever is less. The District Court shall promptly transmit the record and any such payments to the Superior Court without waiting for the preparation of a transcript of recorded testimony. The Superior Court may stay the issuance of a writ of possession pending disposition of the appeal.

A. The Superior Court shall condition the granting and continuation of the stay on the defendant's payment of rent for the premises as required by this subsection at the time of appeal and on payment of any rent that has accrued since the filing of the appeal to the plaintiff or, if there is a dispute about the rent, into an escrow account to be administered by the clerk of the Superior Court. Upon application of either party, the Superior Court may authorize payments from the escrow account for appropriate expenses related to the premises. The appeal decision or an agreement of the parties must provide for the disposition of the escrowed rent. [PL 1997, c. 336, §2 (AMD).]

B. The Superior Court may condition the granting and continuation of the stay, in appropriate cases, on the defendant's agreement to refrain from causing any nuisance or damage. [PL 1995, c. 448, §2 (NEW).]

[PL 1997, c. 336, §2 (AMD).]

3. Vacation of stay; security; remedial order. Upon finding a violation of the conditions for granting the stay, the Superior Court shall vacate the stay and may issue a writ of possession. The Superior Court may require the plaintiff to provide security as may be necessary to protect the defendant's interest while the appeal is pending. If the defendant prevails, the Superior Court may issue a remedial order as necessary to make the defendant whole, including damages.

[PL 1995, c. 448, §2 (NEW).]

4. Claim of title. In disputes involving a claim of title, the District Court may provide for discovery on an expedited schedule.

[PL 1995, c. 448, §2 (NEW).]

5. Security. For the purposes of this section, "security" may include a bond, an escrow account, a lien, a mortgage, an order to make payments under a lease or contract as they become due or any other financial protection as is reasonably necessary to protect the interests of a party. The District Court and the Superior Court may make any necessary orders with respect to the provision of security, revise the orders when required by the interests of justice, sanction a party for failure to comply with a security requirement and waive or modify the requirement of security for good cause shown and recited in an order.

[PL 1995, c. 448, §2 (NEW).]

6. Affidavit required. A notice of appeal filed by the defendant must be accompanied by an affidavit stating the defendant has complied with the requirements of subsection 2 regarding the payment of rent.

[PL 2011, c. 405, §3 (NEW).]

SECTION HISTORY

PL 1979, c. 172, §1 (AMD). PL 1989, c. 377 (AMD). PL 1995, c. 448, §2 (RPR). PL 1997, c. 336, §2 (AMD). PL 2011, c. 405, §3 (AMD).

§6009. Judgment for plaintiff; possession on recognizance; damages

(REPEALED)

SECTION HISTORY

PL 1979, c. 172, §2 (RPR). PL 1995, c. 448, §3 (RP).

§6010. Sums due for rent and damages

Sums due for rent on leases under seal or otherwise and claims for damages to premises rented may be recovered in an action, specifying the items and amount claimed, but no action shall be maintained for any sum or sums claimed to be due for rental or for any claim for damages for the breach of any of the conditions claimed to be broken on the part of the lessee, his legal representatives, assigns or tenant, contained in a lease or written agreement to hire or occupy any building, buildings or part of a building, during a period when such building, buildings or part of a building, which the lessee, his assigns, legal representatives or tenant may occupy or have a right to occupy, shall have been destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use or habitation; provided that nothing herein shall render invalid or unenforceable an agreement contained in a lease of any building, buildings, or part of a building used primarily for other than residential purposes or in the case of any lease securing obligations guaranteed by the Maine Guaranty Authority or in any written instrument to pay the rental stipulated in said lease or agreement or any portion of such rental during a period when the building, buildings or part of a building described therein shall have been destroyed or damaged by fire or other unavoidable casualty so that the same shall be rendered unfit for use or habitation, in whole or in part. [PL 1973, c. 633, §21 (AMD).]

In any action for sums due for rent, if the court finds that: [PL 1977, c. 401, §3 (NEW).]

1. Notice of condition. The tenant, without unreasonable delay, gave to the landlord or to the person who customarily collects rent on behalf of the landlord written notice of a condition which rendered the rented premises unfit for human habitation;

[PL 1977, c. 401, §3 (NEW).]

2. Cause of condition. The condition was not caused by the tenant or another person acting under his control;

[PL 1977, c. 401, §3 (NEW).]

3. Failure to take steps. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and
[PL 1979, c. 127, §112 (RPR).]

4. Rental payments current. The tenant is current in rental payments owing to the landlord at the time written notice was given.
[PL 1979, c. 127, §112 (RPR).]

Then the court shall deduct from the amount of rent due and owing the difference between the rental price and the fair value of the use and occupancy of the premises from the time of written notice, as provided in subsection 1, to the time when the condition is repaired or remedied. In determining the fair value of the use and occupancy of the premises, there is a rebuttable presumption that the rental price is the fair value of the rented premises free from any condition rendering it unfit for human habitation. Any agreement by a tenant to waive the rights or benefits provided by this section is void. A written agreement whereby the tenant accepts specified conditions that may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration is binding on the tenant and the landlord. [RR 2013, c. 2, §26 (COR).]

A perpetrator of domestic violence, sexual assault or stalking that occurs in a residential rental property against a tenant of the property, household member or a tenant's guest is liable to the tenant for the tenant's damages as a result of the domestic violence, sexual assault or stalking regardless of whether or not the perpetrator is also a tenant. Such damages include, but are not limited to, moving costs, back rent, current rent, damage to the unit, court costs and attorney's fees. [PL 2015, c. 293, §10 (NEW).]

Nothing in this section relating to damages as a result of domestic violence, sexual assault or stalking creates liability on behalf of a landlord. [PL 2015, c. 293, §10 (NEW).]

SECTION HISTORY

PL 1969, c. 540 (AMD). PL 1973, c. 633, §21 (AMD). PL 1977, c. 401, §3 (AMD). PL 1979, c. 127, §§112,113 (AMD). RR 2013, c. 2, §26 (COR). PL 2015, c. 293, §10 (AMD).

§6010-A. Landlord's duty to mitigate

1. Scope of section. If a tenant unjustifiably moves from the premises prior to the effective date for termination of the tenant's tenancy and defaults in payment of rent, or if the tenant is removed for failure to pay rent or any other breach of a lease or tenancy at will agreement, the landlord may recover rent and damages except amounts which the landlord could mitigate in accordance with this section, unless the landlord has expressly agreed to accept a surrender of the premises and end the tenant's liability. Except as the context may indicate otherwise, this section applies to the liability of a tenant under a lease or tenancy at will agreement or the tenant's assignee.

[PL 2009, c. 566, §5 (AMD).]

2. Measure of recovery. In any claim against a tenant for rent and damages, or for either, the amount of recovery shall be reduced by the net rent obtainable by reasonable efforts to rerent the premises. "Reasonable efforts" means those steps which the landlord would have taken to rent the premises if they had been vacated in due course, provided that those steps are in accordance with local rental practice for similar properties. In the absence of proof that greater net rent is obtainable by reasonable efforts to rerent the premises, the tenant shall be credited with rent actually received under a rental agreement minus expenses incurred as a reasonable incident of acts under subsection 4, including a fair proportion of any cost of remodeling or other capital improvements. In any case, the landlord may recover, in addition to rent and other elements of damage, all reasonable expenses of listing and advertising incurred in rerenting and attempting to rerent, except as taken into account in computing the net rent. If the landlord has used the premises as part of reasonable efforts to rerent, under subsection 4, paragraph C, the tenant shall be credited with the reasonable value of the use of the

premises, which shall be presumed to be equal to the rent recoverable from the defendant unless the landlord proves otherwise. If the landlord has other similar premises for rent and receives an offer from a prospective tenant not obtained by the defendant, it shall be reasonable for the landlord to rent the other premises for his own account in preference to those vacated by the defaulting tenant.

[PL 1985, c. 293, §3 (NEW).]

3. Burden of proof. The landlord must allege and prove that he has made efforts to comply with this section. The tenant has the burden of proving that the efforts of the landlord were not reasonable, that the landlord's refusal of any offer to rent the premises or a part of the premises was not reasonable, that any terms and conditions upon which the landlord has in fact rerented were not reasonable and that any temporary use by the landlord was not part of reasonable efforts to mitigate in accordance with subsection 4, paragraph C. The tenant shall also have the burden of proving the amount that could have been obtained by reasonable efforts to mitigate by rerenting.

[PL 1985, c. 293, §3 (NEW).]

4. Acts privileged in mitigation of rent or damages. The following acts by the landlord shall not defeat his right to recover rent and damages and shall not constitute an acceptance of surrender of the premises:

A. Entry, with or without notice, for the purpose of inspecting, preserving, repairing, remodeling and showing the premises; [PL 1985, c. 293, §3 (NEW).]

B. Rerenting the premises or a part of the premises, with or without notice, with rent applied against the damages caused by the original tenant and in reduction of rent accruing under the original lease or tenancy at will agreement; [PL 2009, c. 566, §6 (AMD).]

C. Use of the premises by the landlord until such time as rerenting at a reasonable rent is practical, not to exceed one year, if the landlord gives prompt written notice to the tenant that the landlord is using the premises pursuant to this section and that he will credit the tenant with the reasonable value of the use of the premises to the landlord for such a period; and [PL 1985, c. 293, §3 (NEW).]

D. Any other act which is reasonably subject to interpretation as being in mitigation of rent or damages and which does not unequivocally demonstrate an intent to release the defaulting tenant.

[PL 1985, c. 293, §3 (NEW).]

[PL 2009, c. 566, §6 (AMD).]

SECTION HISTORY

PL 1985, c. 293, §3 (NEW). PL 2009, c. 566, §§5, 6 (AMD).

§6011. House of ill fame; lease void at landlord's option

When the tenant of a dwelling house is convicted of keeping it as a house of ill fame, the lease or contract by which he occupies it may, at the option of the landlord, be deemed void and the landlord shall have the same remedy to recover possession as against a tenant holding over after his term expires.

§6012. Personal property

(REPEALED)

SECTION HISTORY

PL 1973, c. 428 (NEW). PL 1979, c. 231 (AMD). PL 1995, c. 448, §4 (RPR). PL 2001, c. 133, §§1,2 (AMD). PL 2009, c. 245, §5 (RP).

§6013. Property unclaimed by tenant

Any personal property that remains in a rental unit after entry of judgment in favor of the landlord or that is abandoned or unclaimed by a tenant following the tenant's vacating the rental unit must be disposed of as follows. [PL 2011, c. 405, §4 (AMD).]

1. Place in storage. The landlord shall place in storage in a safe, dry, secured location any personal property that is abandoned or unclaimed by a tenant following the tenant's vacating the rental unit. [PL 2009, c. 566, §7 (NEW).]

2. Notice to tenant. Notice to the tenant by the landlord is governed by this subsection. Notice may be sent at any time after entry of judgment in favor of the landlord or after the tenant has vacated the rental unit.

A. If the tenant is still in possession of the rental unit, the landlord shall send written notice by first-class mail with proof of mailing to the tenant at the address of the rental unit of the landlord's intent to dispose of, in accordance with subsection 5, any property remaining in the rental unit following the tenant's vacating the rental unit. Notwithstanding subsections 3 and 5, the notice provided pursuant to this paragraph may not limit the time in which the tenant may claim the property to less than 7 days following the mailing of the notice or 48 hours after service of the writ of possession, whichever period is longer. [RR 2011, c. 1, §20 (COR).]

B. If the tenant has vacated the rental unit, the landlord shall send written notice by first-class mail with proof of mailing to the last known address of the tenant concerning the landlord's intent to dispose of the property stored pursuant to subsection 1. The notice must include an itemized list of the items and containers of items of the property and advise the tenant that if the tenant does not respond to the notice within 7 days the landlord may dispose of the property as set forth in subsection 5. [PL 2011, c. 405, §5 (NEW).]

[RR 2011, c. 1, §20 (COR).]

3. Release of property claimed. If the tenant claims the property within 7 days after the notice under subsection 2 is sent, the landlord shall release the property to the tenant and may not 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.

[PL 2011, c. 405, §6 (AMD).]

4. Continuation of storage for claimed property. If the tenant responds to the notice sent pursuant to subsection 2, the landlord shall continue to store the property for at least 14 days after the landlord sent the notice.

[PL 2011, c. 405, §6 (AMD).]

5. Conditional release; sale or disposal. A landlord shall comply with the following.

A. If the tenant makes an oral or written claim for the property within 7 days after the date the notice described in subsection 2 is sent, the landlord may not condition the release of the property to the tenant upon the tenant's payment of any rental arrearages, damages and costs of storage as long as the tenant makes arrangements to retrieve the property by the 14th day after the notice described in subsection 2 is sent. [PL 2011, c. 405, §6 (AMD).]

B. If the tenant makes the claim as set forth in paragraph A but fails to retrieve the property by the 14th day, the landlord may employ one or more of the remedies described in paragraph D. [PL 2011, c. 405, §6 (AMD).]

C. If the tenant does not make an oral or written claim for the property within 7 days after the notice described in subsection 2 is sent, the landlord may employ one or more of the remedies described in paragraph D. [PL 2011, c. 405, §6 (AMD).]

D. With regard to any property that remains unclaimed by the tenant in accordance with this subsection, the landlord may take one or more of the following actions:

(1) Condition the release of the property to the tenant upon the tenant's payment of all rental arrearages, damages and costs of storage;

(2) Sell any property for a reasonable fair market price and apply all proceeds to rental arrearages, damages and costs of storage and sale. All remaining balances must be forwarded to the Treasurer of State; or

(3) Dispose of any property that has no reasonable fair market value. [PL 2009, c. 566, §7 (NEW).]

[PL 2011, c. 405, §6 (AMD).]

6. Waiver. After or upon vacating the rental unit, a tenant may waive the tenant's rights pursuant to this section. If this waiver is oral, the landlord shall confirm this waiver in writing.

[PL 2011, c. 405, §7 (NEW).]

A lease or tenancy at will agreement may permit a landlord to dispose of property abandoned by a tenant without liability as long as the landlord complies with the notice provisions of this section. [PL 2011, c. 405, §8 (NEW).]

SECTION HISTORY

PL 1979, c. 327, §2 (NEW). PL 1981, c. 428, §7 (RPR). PL 1987, c. 249, §1 (AMD). PL 1987, c. 691, §1 (AMD). PL 1991, c. 265, §1 (AMD). PL 1997, c. 508, §A3 (AFF). PL 1997, c. 508, §B3 (AMD). PL 2003, c. 20, §T9 (AMD). PL 2003, c. 303, §1 (AMD). PL 2009, c. 566, §7 (RPR). PL 2011, c. 405, §§4-8 (AMD). RR 2011, c. 1, §20 (COR).

§6014. Remedies for illegal evictions

1. Illegal evictions. Except as permitted by Title 15, chapter 517 or Title 17, chapter 91, evictions that are effected without resort to the provisions of this chapter are illegal and against public policy. Illegal evictions include, but are not limited to, the following.

A. No landlord may willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to, water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies. [PL 1981, c. 428, §8 (NEW).]

B. No landlord may willfully seize, hold or otherwise directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises, other than through proper judicial process. [PL 1981, c. 428, §8 (NEW).]

C. No landlord may willfully seize, hold or otherwise directly or indirectly deny a tenant access to and possession of the tenant's property, other than by proper judicial process. [PL 1981, c. 428, §8 (NEW).]

[PL 1995, c. 66, §1 (AMD).]

2. Remedies. Upon a finding that an illegal eviction has occurred, the court shall find one or both of the following.

A. The tenant is entitled to recover actual damages or \$250, whichever is greater. [PL 1991, c. 666 (AMD).]

B. The tenant is entitled to recover the aggregate amount of costs and expenses determined by the court to have been reasonably incurred on the tenant's behalf in connection with the prosecution or defense of such action, together with a reasonable amount for attorneys' fees. [PL 1991, c. 666 (AMD).]

[PL 1991, c. 666 (AMD).]

3. Good faith. A court may award attorneys' fees to the defendant if, upon motion and hearing, it is determined that an action filed pursuant to this section was not brought in good faith and was frivolous or intended for harassment only.

[PL 1981, c. 428, §8 (NEW).]

4. Nonexclusivity. The remedies provided in this section are in addition to any other rights and remedies conferred by law.

[PL 1981, c. 428, §8 (NEW).]

SECTION HISTORY

PL 1981, c. 428, §8 (NEW). PL 1991, c. 666 (AMD). PL 1995, c. 66, §1 (AMD).

§6015. Notice of rent increase

1. Increase of rent generally. Except as provided in subsection 2, rent 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.

[PL 2023, c. 388, §1 (NEW).]

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; [PL 2023, c. 388, §1 (NEW).]

B. Restrictions as a condition of the landlord's receipt of subsidies from or participation in a municipal, state or federal housing program; or [PL 2023, c. 388, §1 (NEW).]

C. Restrictions as a condition of the tenant's receipt of subsidies from or participation in a municipal, state or federal housing program. [PL 2023, c. 388, §1 (NEW).]

[PL 2023, c. 388, §1 (NEW).]

SECTION HISTORY

PL 1981, c. 428, §8 (NEW). PL 1985, c. 293, §4 (AMD). PL 2003, c. 259, §1 (AMD). PL 2023, c. 388, §1 (RPR).

§6016. Rent increase limitation

Rent charged for residential estates may not be increased if the dwelling unit is in violation of the warranty of habitability. Any violation caused by the tenant, his family, guests or invitees shall not bar a rent increase. A written or oral waiver of this requirement is against public policy and is void. Any person in violation of this section shall be liable for the return of any sums unlawfully obtained from the lessee, with interest and reasonable attorneys' fees and costs. [PL 1985, c. 293, §5 (AMD).]

SECTION HISTORY

PL 1981, c. 428, §8 (NEW). PL 1985, c. 293, §5 (AMD).

§6016-A. Sexual harassment prohibited; Maine Human Rights Act

A landlord or a landlord's agent may not subject a tenant to sexual harassment. [PL 2019, c. 351, §4 (NEW).]

Nothing in this subchapter limits the application of the Maine Human Rights Act. [PL 2019, c. 351, §4 (NEW).]

SECTION HISTORY

PL 2019, c. 351, §4 (NEW).

SUBCHAPTER 2

COMMERCIAL LANDLORDS AND TENANTS

§6017. Commercial leases

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

A. A "commercial tenancy" or "commercial lease" means a nonresidential tenancy of premises by a for-profit business entity. Nonprofit entities, charitable institutions and religious organizations who are tenants may not be construed to have commercial tenancies. [PL 1999, c. 192, §2 (NEW).]

[PL 1999, c. 192, §2 (NEW).]

2. Commercial lease relationship. Notwithstanding the provisions of subchapter I, commercial landlords and tenants are governed by the following provisions, and if any of the following provisions conflict with provisions in any other statutes governing the relationships between landlords and tenants, this section controls all commercial lease relationships, whether written or oral.

A. After termination of a commercial lease, and after a complaint for forcible entry and detainer is filed, the defendants shall, no later than the return date and as a condition of maintaining a defense, appear on the return day to pay the agreed-upon rent, including all arrears. If rent or arrears are disputed, the disputed rent, including all claimed arrears, must be paid to the court at the time of the hearing. In addition to deciding the right of possession, the District Court shall also decide the amount of rent owed, if disputed. In establishing the amount of rent owed, the District Court may consider offsetting claims to the extent appropriate. If undisputed, the rent and arrears must be paid to the court prior to the hearing. Upon final decision by the District Court, that court shall order such sums as it determines proper to be turned over by the clerk to either or both of the parties. Any order of the District Court for payment of rent, whether to the landlord or to the court, continues in effect through any appeal of the District Court's decision. The landlord may apply for turnover of rent money held by the court prior to final judgment by the District Court or prior to final decision on appeal by the Superior Court, upon a showing of hardship and reasonable likelihood of success on the merits. Failure of the tenant to pay rent to the court when due causes the writ of possession to issue immediately. [PL 1999, c. 192, §2 (NEW).]

[PL 1999, c. 192, §2 (NEW).]

3. Right of possession on bond for damages. When judgment is rendered for the plaintiff, a writ of possession may issue immediately in the District Court or from the Superior Court during appeal, if the plaintiff provides the defendant with a surety bond conditioned to pay all such damages and costs as may be suffered by the defendant if final judgment is rendered for the defendant. In setting the amount of the required surety bond, the court may consider any offsetting claims between the parties. [PL 1999, c. 192, §2 (NEW).]

4. Arbitration. A commercial landlord and tenant may agree in their lease or in a separate agreement to arbitration of disputes as to termination, the right of possession arising under the lease

between landlord and tenant and amounts owed for rent before an arbitrator or arbitrators chosen in advance pursuant to the lease or other written agreement. The decision of the arbitrator is final. If the arbitrator rules in favor of the landlord, the landlord may, by presentation of an attested copy of the arbitrator's decision, and after docketing of the arbitrator's decision by the Superior Court, immediately obtain a writ of possession from the clerk of the Superior Court. The arbitrator's decision may be stayed or appealed from only upon such grounds as generally lie for stay or appeal of an arbitration decision pursuant to the Uniform Arbitration Act, Title 14, section 5949.

[PL 1999, c. 192, §2 (NEW).]

5. Jury trial. A commercial landlord and tenant may agree in the commercial lease or in a separate agreement to waive jury trial of disputes arising under the lease.

[PL 1999, c. 192, §2 (NEW).]

6. Jurisdiction. The District Court has jurisdiction to hear, decide and award rent and arrears allegedly owing, regardless of the amount.

[PL 1999, c. 192, §2 (NEW).]

SECTION HISTORY

PL 1999, c. 192, §2 (NEW).

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