

**§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).

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