

THE PROCESS

- If your tenant is 7 days or more behind on the rent, you may start eviction. The first step is to give the tenant a written notice of eviction, or “Notice to Quit,” stating the amount of rent owed. The governing statutes set out required language for this notice.
- You can evict a tenant at-will with a 30-day written “Notice to Quit.” You may NOT, however, evict a tenant for filing a complaint or a suit regarding unsafe living conditions.
- If you and the tenant have a lease, you MAY NOT evict the tenant until the term of the lease expires, unless the tenant has broken a term of the lease, and the lease itself states expressly that breaking the term is grounds for eviction.

GOING TO COURT

If the tenant does not move out within the time given in the “Notice to Quit,” the next step is to begin an action for “Forcible Entry and Detainer.” This can be done by filing in district court, and having the sheriff serve the tenant with a hand-delivered summons. There are deadlines that pertain in these actions.

If you own your rental property as an individual, you may represent yourself. Corporations and LLCs must be represented by an attorney.

At the hearing you and the tenant may each present witnesses and evidence. The judge will decide if the tenant can be evicted. When a tenant does not appear at the hearing, eviction usually goes in favor of the landlord. Seven days from the judgment, if the tenant has not moved, you can get a “Writ of Possession” from the court, and have it served by the sheriff. The tenant has another 48 hours to leave. After 48 hours, the tenant is trespassing.

ABANDONED PROPERTY

If the property left behind is worth \$750 or less, you may remove it from the premises. It must be stored in a safe, dry location, and you must mail the tenant an itemized list of the property you have, and a notice stating that you will sell it to pay for back rent, damages, and cost of storage and sale. If the tenant responds within 14 days, you must give the tenant 10 more days to pick up the goods. If the tenant does not pay any amount due, you are allowed to keep the goods.

If the property is worth more than \$750, you **MUST** report it to the State Treasurer, who may authorize you to sell it.

This is a general explanation of the legal considerations regarding renting and evicting and should be used for informational purposes only. For a more detailed explanation, consult the Maine Consumer Law Guide put out by the Office of the Attorney General, and available at the website www.maine.state.gov/AG. You will find another useful publication by clicking on the Legal Library icon on the www.helpmelaw.org homepage.

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- *Agree to establish and maintain objective experience criteria for their panel attorneys,*
- *Provide a mechanism for client feedback and resolving client complaints*
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RENTING & EVICTING



Lawyer Referral & Information Service

Renting & Evicting

*Landlord/Tenant Law
for Landlords in Maine*

The Right Call for the Right Lawyer

1-800-860-1460



Renting and Evicting

Landlord/Tenant Law for Landlords

Maine has detailed laws governing relations between landlords and tenants. Four major areas of legal requirement are leases, security deposits, eviction, and abandoned property.

But First...

As a landlord you:

MAY NOT

- refuse to show or rent a unit because of race, religion, gender, sexual orientation, etc., or because a tenant receives general assistance rent vouchers;
- impose terms or conditions on some renters and not others;
- ask if someone has children, or impose special rules for them;
- make requirements regarding the relationships of occupants;

MAY

- restrict the **number** of occupants based on the size of the unit.

MUST

- make disclosures to tenants concerning the dangers of lead-based paint if the unit you are renting is in a house built before 1978. This is a federal law.

ALSO IMPORTANT TO KNOW

- Landlords must give 45 days written notice of rent increases.
- Landlords may charge late fees when rent is 15 or more days late. The maximum allowable late fee is 4%.
- Landlords must always provide a precise receipt for cash paid for rent or security: the tenant's canceled check is not sufficient.

LEASES & TENANCY AT WILL

- Leases *may* state that they can be terminated without cause.
- Leases *may not* state that the landlord can recover attorney fees in court except for "wanton disregard of the terms of the rental agreement."
- If a tenant breaks a written lease before the term ends, you may be able to collect rent and damages. However, if you could reasonably have rented the apartment out to a new tenant, you may not be able to collect for all the remaining months in the tenants lease.
- Rent agreements without a written lease or where a lease has expired are considered "tenancy at will."

SECURITY DEPOSITS

- You may not collect more than two month's rent for security. In other words, a landlord may collect "first, last, and deposit" but no more.
- Security deposits must be held in a bank account designated as a "Security Deposit Account." Deposits from different units do not have to be in separate accounts.
- You are NOT required to pay the tenant the interest that has accrued to that deposit when returning it at the end of rental.

- When the tenant leaves, you may deduct expenses to repair damages beyond "normal wear and tear" from the security deposit, but not for routine cleaning, repainting, or normal wear. These expenses must be itemized. Keep receipts!

- If you keep all or part of a deposit, you must actually mail written notice to the tenant, specifying why. The notice must be mailed within 20 days of vacancy if the tenant is month-to-month and 30 days if the tenant is on a lease. Keep proof of mailing!

- If you do not comply with the laws when retaining security deposits, you may be liable for double damages plus attorney fees.

EVICTIONS

Eviction is a very specific legal process. If you skip steps or do them incorrectly, you can incur added expenses and even penalties. Please note that eviction is a "summary process" and does not include a monetary award. Pursuing repayment for back rent or damages beyond what a security deposit may cover will entail a separate court process in either small claims court (for totals of \$4,500 or less) or district court for larger amounts.

- The only person who can legally remove the tenant and tenant's property is a law enforcement officer, and then only after the court has awarded you a judgment specifying an eviction date.

- You may NOT break into the tenant's home, remove belongings, change locks, or shut off heat or utilities.

- Tenants may be evicted at any time of the year including winter.