

Title 14: COURT PROCEDURE -- CIVIL
Part 7: PARTICULAR PROCEEDINGS
Chapter 710: RENTAL PROPERTY

§6021-A. Treatment of bedbug infestation

1. Definition. As used in this section, unless the context otherwise indicates, "pest control agent" means a commercial applicator of pesticides certified pursuant to Title 22, section 1471-D.

[PL 2009, c. 566, §8 (NEW).]

2. Landlord duties. A landlord has the following duties.

A. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall within 5 days conduct an inspection of the unit for bedbugs. [PL 2009, c. 566, §8 (NEW).]

B. Upon a determination that an infestation of bedbugs does exist in a dwelling unit, the landlord shall within 10 days contact a pest control agent pursuant to paragraph C. [PL 2009, c. 566, §8 (NEW).]

C. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as determined by a pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation. [PL 2009, c. 566, §8 (NEW).]

D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation. [PL 2009, c. 566, §8 (NEW).]

E. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs. [PL 2009, c. 566, §8 (NEW).]

F. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under subsection 3, paragraph C. The landlord shall disclose to the tenant what the cost may be for the tenant's compliance with the requested bedbug inspection or control measure. After making this disclosure, the landlord may provide financial assistance to the tenant to prepare the unit for bedbug treatment. A landlord may charge the tenant a reasonable amount for any such assistance, subject to a reasonable repayment schedule, not to exceed 6 months, unless an extension is otherwise agreed to by the landlord and the tenant. This paragraph may not be construed to require the landlord to provide the tenant with alternate lodging or to pay to replace the tenant's personal property. [PL 2011, c. 405, §9 (AMD).]

[PL 2011, c. 405, §9 (AMD).]

3. Tenant duties. A tenant has the following duties.

A. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit. [PL 2009, c. 566, §8 (NEW).]

B. Upon receiving reasonable notice as set forth in section 6025, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent or the landlord's pest control agent and its employees access to the unit for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent. [PL 2009, c. 566, §8 (NEW).]

C. Upon receiving reasonable notice as set forth in section 6025, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord and the pest control agent. The tenant's unreasonable failure to completely comply with the pest control measures results in the tenant's being financially responsible for all pest control treatments of the dwelling unit arising from the tenant's failure to comply. [PL 2009, c. 566, §8 (NEW).]

[PL 2009, c. 566, §8 (NEW).]

4. Remedies. The following remedies are available.

A. The failure of a landlord to comply with the provisions of this section constitutes a finding that the landlord has unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy a condition that endangers or materially impairs the health or safety of a tenant pursuant to section 6021, subsection 3. [PL 2009, c. 566, §8 (NEW).]

B. A landlord who fails to comply with the provisions of this section is liable for a penalty of \$250 or actual damages, whichever is greater, plus reasonable attorney's fees. [PL 2009, c. 566, §8 (NEW).]

C. A landlord may commence an action in accordance with section 6030-A and obtain relief against a tenant who fails to provide reasonable access or comply with reasonable requests for inspection or treatment or otherwise unreasonably fails to comply with reasonable bedbug control measures as set forth in this section. For the purposes of section 6030-A and this section, if a court finds that a tenant has unreasonably failed to comply with this section, the court may issue a temporary order or interim relief pursuant to Title 5, section 4654 to carry out the provisions of this section, including but not limited to:

(1) Granting the landlord access to the premises for the purposes set forth in this section;

(2) Granting the landlord the right to engage in bedbug control measures; and

(3) Requiring the tenant to comply with specified bedbug control measures or assessing the tenant with costs and damages related to the tenant's noncompliance.

Any order granting the landlord access to the premises must be served upon the tenant at least 24 hours before the landlord enters the premises. [PL 2009, c. 566, §8 (NEW).]

D. In any action of forcible entry and detainer under section 6001, there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months before the commencement of the action, the tenant has asserted the tenant's rights pursuant to this section. The rebuttable presumption of retaliation does not apply unless the tenant asserted that tenant's rights pursuant to this section prior to being served with the eviction notice. There is no presumption of retaliation if the action for forcible entry and detainer is brought for failure to pay rent or for causing substantial damage to the premises. [PL 2011, c. 405, §10 (AMD).]

[PL 2011, c. 405, §10 (AMD).]

SECTION HISTORY

PL 2009, c. 566, §8 (NEW). PL 2011, c. 405, §§9, 10 (AMD).

Title 14: COURT PROCEDURE -- CIVIL

Part 7: PARTICULAR PROCEEDINGS

Chapter 710: RENTAL PROPERTY

§6021. Implied warranty and covenant of habitability

1. Definition. As used in this section, the term "dwelling unit" shall include mobile homes, apartments, buildings or other structures, including the common areas thereof, which are rented for human habitation.

[PL 1977, c. 401, §4 (NEW).]

2. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a dwelling unit, the landlord shall be deemed to covenant and warrant that the dwelling unit is fit for human habitation.

[PL 1977, c. 401, §4 (NEW).]

3. Complaints. If a condition exists in a dwelling unit which renders the dwelling unit unfit for human habitation, then a tenant may file a complaint against the landlord in the District Court or Superior Court. The complaint shall state that:

A. A condition, which shall be described, endangers or materially impairs the health or safety of the tenants; [PL 1977, c. 401, §4 (NEW).]

B. The condition was not caused by the tenant or another person acting under his control; [PL 1977, c. 401, §4 (NEW).]

C. Written notice of the condition without unreasonable delay, was given to the landlord or to the person who customarily collects rent on behalf of the landlord; [PL 1977, c. 401, §4 (NEW).]

D. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [PL 1977, c. 401, §4 (NEW).]

E. The tenant was current in rental payments owing to the landlord at the time written notice was given. [PL 1977, c. 401, §4 (NEW).]

The notice requirement of paragraph C may be satisfied by actual notice to the person who customarily collects rents on behalf of the landlord.

[PL 1977, c. 401, §4 (NEW).]

4. Remedies. If the court finds that the allegations in the complaint are true, the landlord shall be deemed to have breached the warranty of fitness for human habitation established by this section, as of the date when actual notice of the condition was given to the landlord. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

A. The court may issue appropriate injunctions ordering the landlord to repair all conditions which endanger or materially impair the health or safety of the tenant; [PL 1977, c. 401, §4 (NEW).]

B. The court may determine the fair value of the use and occupancy of the dwelling unit by the tenant from the date when the landlord received actual notice of the condition until such time as the condition is repaired, and further declare what, if any, moneys the tenant owes the landlord or what, if any, rebate the landlord owes the tenant for rent paid in excess of the value of use and occupancy. In making this determination, there shall be a rebuttable presumption that the rental amount equals the fair value of the dwelling unit free from any condition rendering it unfit for human habitation. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord. [PL 1977, c. 696, §164 (AMD).]

C. The court may authorize the tenant to temporarily vacate the dwelling unit if the unit must be vacant during necessary repairs. No use and occupation charge shall be incurred by a tenant until such time as the tenant resumes occupation of the dwelling unit. If the landlord offers reasonable, alternative housing accommodations, the court may not surcharge the landlord for alternate tenant housing during the period of necessary repairs. [PL 1981, c. 428, §9 (AMD).]

D. The court may enter such other orders as the court may deem necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation.

Upon the filing of a complaint under this section, the court shall enter such temporary restraining orders as may be necessary to protect the health or well-being of tenants or of the public. [PL 1977, c. 401, §4 (NEW).]

[PL 1981, c. 428, §9 (AMD).]

5. Waiver. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section shall be void.

[PL 1977, c. 401, §4 (NEW).]

6. Heating requirements. It is a breach of the implied warranty of fitness for human habitation when the landlord is obligated by agreement or lease to provide heat for a dwelling unit and:

A. The landlord maintains an indoor temperature which is so low as to be injurious to the health of occupants not suffering from abnormal medical conditions; [PL 1983, c. 764, §1 (NEW).]

B. The dwelling unit's heating facilities are not capable of maintaining a minimum temperature of at least 68 degrees Fahrenheit at a distance of 3 feet from the exterior walls, 5 feet above floor level at an outside temperature of minus 20 degrees Fahrenheit; or [PL 1983, c. 764, §1 (NEW).]

C. The heating facilities are not operated so as to protect the building equipment and systems from freezing. [PL 1983, c. 764, §1 (NEW).]

Municipalities of this State are empowered to adopt or retain more stringent standards by ordinances, laws or regulations provided in this section. Any less restrictive municipal ordinance, law or regulation establishing standards are invalid and of no force and suspended by this section.

[PL 1983, c. 764, §1 (NEW).]

6-A. Agreement regarding provision of heat. A landlord and tenant under a lease or a tenancy at will may enter into an agreement for the landlord to provide heat at less than 68 degrees Fahrenheit. The agreement must:

A. Be in a separate written document, apart from the lease, be set forth in a clear and conspicuous format, readable in plain English and in at least 12-point type, and be signed by both parties to the agreement; [PL 2009, c. 139, §1 (NEW).]

B. State that the agreement is revocable by either party upon reasonable notice under the circumstances; [PL 2009, c. 139, §1 (NEW).]

C. Specifically set a minimum temperature for heat, which may not be less than 62 degrees Fahrenheit; and [PL 2009, c. 139, §1 (NEW).]

D. Set forth a stated reduction in rent that must be fair and reasonable under the circumstances. [PL 2009, c. 139, §1 (NEW).]

An agreement under this subsection may not be entered into or maintained if a person over 65 years of age or under 5 years of age resides on the premises. A landlord is not responsible if a tenant who controls the temperature on the premises reduces the heat to an amount less than 68 degrees Fahrenheit as long as the landlord complies with subsection 6, paragraph B or if the tenant fails to inform the landlord that a person over 65 years of age or under 5 years of age resides on the premises.

[PL 2009, c. 139, §1 (NEW).]

7. Rights are supplemental.

[PL 1989, c. 484, §3 (NEW); MRSA T. 14 §6021, sub-§7 (RP).]

SECTION HISTORY

PL 1971, c. 270 (NEW). PL 1977, c. 401, §4 (RPR). PL 1977, c. 696, §164 (AMD). PL 1981, c. 428, §9 (AMD). PL 1983, c. 764, §1 (AMD). PL 1989, c. 484, §3 (AMD). PL 2009, c. 139, §1 (AMD).