

Tenants' Rights in Maine



The Rental Agreement:

The kind of rental agreement you have affects your legal rights in Maine. There are leases, rental agreements, and tenancies at will. If your landlord has you sign a written agreement that states a defined rental period, you have a lease. If your written agreement does not mention an end date, you have a rental agreement. Leases and rental agreements are generally governed by the same rules. If you do not have a written document, you have a tenancy at will. A tenancy at will may also arise if you have stayed beyond your original rental period without signing a new lease.

A written agreement may offer you more protection than a tenancy at will. However, read the document carefully before signing. Ensure that any promises your landlord makes that are important to you are in the written agreement. Many of your rights can be changed or even eliminated depending on what the written agreement says. If you end up in court, a judge will likely follow what the agreement says. Some rights can never be taken from you regardless of what your written agreement says.

This information is not legal advice. We offer it as a public service. We urge you to contact one of our Legal Services for the Elderly Helpline attorneys if you have any questions regarding tenants' rights in Maine.

Before you sign look at the following:

- Rental amount;
- Date rent is due;
- Assessment of any penalty upon late rent payment;
- Security deposit;
- Who pays for utilities and services;
- Tenant's responsibilities (damages or alterations to premises);
- Landlord's responsibilities (habitability/fitness of premises to live in);
- Condition of premises when agreement is signed; and
- Notice requirements (for both you and your landlord).

The Maine Attorney General's Office has an example of a model lease that can be found in Chapter 16 of the Maine Attorney General's Consumer Law Guide.

Specific Rights of Tenants:

Some specific rights may be changed or waived by your written agreement.

Habitability: In any rental agreement (written or oral), your landlord must warrant that your rental unit is reasonably safe and fit to live in. Violations may include: undrinkable water; insufficient heat in winter; faulty electrical wiring; and leaking pipes. Be especially wary if your landlord says the apartment is rented “as is.”

Penalties for late payment: Your landlord can charge a penalty for late rent payment if your rent is at least 15 days late, but it must be in writing. The penalty cannot be greater than 4% of your monthly rental amount.

Security Deposits: The maximum amount your landlord can require for a security deposit is the equivalent of two months rent. Generally, your landlord must return your security deposit. Your landlord may keep your deposit or a portion of it to cover damage to your unit, storage and removal of any unclaimed property, or unpaid rent or utilities. Normal “wear and tear,” such as, faded paint and worn carpets, cannot be counted against you. If your landlord withholds your security deposit, your landlord must provide a written statement explaining why your deposit was not returned. Your landlord has 30 days after your lease ends to return your security deposit or provide you with written notice. If you do not have a lease, your landlord has 21 days.

Metering and Electric Charges: Your landlord cannot make you pay for electricity used in someone else’s unit or in common areas, such as hallways, stairways and basements. Your rental unit should have its own meter to measure your individual electric usage. You can waive this right if you

agree, in writing, that you will pay for such cost in exchange for a reduction in rent.

Landlord’s entry into premises: For all rental agreements, your landlord can enter your premises to show, to inspect and to make necessary or agreed repairs so long as your landlord has given you reasonable notice (24 hours is presumed to be reasonable). Your landlord can enter only at reasonable times. While the landlord must obtain your consent, you cannot unreasonably withhold permission to enter your premises. In cases of emergency, such as a fire, your landlord can enter at any time and is not required to provide notice. No written agreement can waive these rights.

Legal Fees: Your landlord cannot require you to pay the landlord’s legal fees should he take you to court to enforce the rental agreement.

Liens: Your landlord cannot require you to give a lien upon your property for rent or other sums you owe the landlord.

Fair or Reasonable Clauses: No rental agreement can force you to acknowledge that any rules or provisions in the agreement are fair and reasonable.

For more information, call the Legal Services for the Elderly Helpline for free legal advice.

LSE Helpline
1-800-750-5353



Legal Services for the Elderly

Free legal help for Maine’s seniors

