

Maine

Landlord - Tenant Laws Complete Guide



Maine Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Maine's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Maine.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 2x monthly rent

Legal Statute:

A lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for 2 months. [2009, c. 566, §22(AMD).]

14 M.R.S. § 6032

1977, c. 359, (NEW) . 2009, c. 566, § 22 (AMD) .

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: Yes

Legal Statute:

1.Requirements. During the term of a tenancy, a security deposit given to a landlord as part of a residential rental agreement may not be treated as an asset to be commingled with the assets of the landlord or any other entity or person. All security deposits received after October 1, 1979 must be held in an account of a bank or other financial institution under terms that place the security deposit beyond the claim of creditors of the landlord or any other entity or person, including a foreclosing mortgagee or trustee in bankruptcy, and that provide for transfer of the security deposit to a subsequent owner of the dwelling unit or to the tenant in accordance with section 6035. Upon the transfer of the dwelling unit, the new owner shall assume all responsibility for maintaining and returning to tenants all security deposits accounted for and

transferred pursuant to section 6035. Upon request by a tenant, a landlord shall disclose the name of the institution and the account number where the security deposit is being held. A landlord may use a single escrow account to hold security deposits from all of the tenants. A landlord may use a single escrow account to hold security deposits from tenants residing in separate buildings if the buildings are owned by different entities as long as the different entities are substantially controlled or owned by a single landlord.

[2009, c. 566, §24(NEW).]

2.Remedies. Upon a finding by a court that a violation of this section has occurred, the tenant is entitled to recover from the landlord actual damages, \$500 or the equivalent of one month's rent, whichever is greatest, together with the aggregate amount of costs and expenses reasonably incurred in connection with the action. The court may also award to the tenant reasonable attorney's fees.

[2009, c. 566, §24(NEW).]

3.Application. The provisions of subsection 2 apply to all security deposits collected by a landlord after June 1, 2010. As of October 1, 2010, the provisions of subsection 2 apply to all security deposits held by or on behalf of a landlord.

[2009, c. 566, §24(NEW).]

14 M.R.S. § 6038

1979, c. 315, (NEW) . 1981, c. 428, § 12 (AMD) . 1999, c. 213, § 2 (AMD) . 2009, c. 566, § 24 (RPR) .

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30 days with a written lease agreement. 21 days for a tenancy at will.

Legal Statute:

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

B. In the case of a tenancy at will, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later.

The written statement itemizing the reasons for the retention of any portion of the security deposit must be accompanied by a full payment of the difference between the security deposit and the amount retained.

Reasons for which a landlord may retain the security deposit or a portion of the security deposit include, but are not limited to, covering the costs of storing and disposing of unclaimed property, nonpayment of rent and nonpayment of utility charges that the tenant was required to pay directly to the landlord.

The landlord is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the tenant.

3. Penalty. If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

14 M.R.S. § 6033

1977, c. 359, (NEW) . 1985, c. 264, (AMD) . 1995, c. 52, § 1 (AMD) .

Permitted Uses of the Deposit:

What This Means: Storing and disposing of unclaimed property, and nonpayment of rent and utilities.

Legal Statute:

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

B. In the case of a tenancy at will, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later.

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The landlord is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the tenant.

3. Penalty. If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

B. In the case of a tenancy at will, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later.

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The landlord is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the tenant.

3. Penalty. If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

14 M.R.S. § 6033

1977, c. 359, (NEW) . 1985, c. 264, (AMD) . 1995, c. 52, § 1 (AMD) .

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

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The landlord is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the tenant.

3. Penalty. If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

Receipt of Security Deposit:

What This Means: If received in cash, yes.

Legal Statute:

1. Rent receipts required. A landlord or his agent shall provide a written receipt, as required in subsection 2, for each rental payment and each security deposit payment received partially or fully in cash from any tenant. This receipt shall be delivered to the tenant at the time the cash payment is accepted. If either the rent or security deposit is accepted in more than one installment instead of a single payment, a separate receipt shall be provided for each payment. If the payment for rent and security deposit is received at the same time, a separate receipt, properly identified in accordance with subsection 2, shall be issued each for the rental payment and for the security deposit.

2. Minimum information. The information contained in each receipt shall include, but is not limited to, the following: The date of the payment; the amount paid; the name of the party for whom the payment is made; the period for which the payment is being made; a statement that the payment is either for rent or for security deposit; the signature of the person receiving the payment; and the name of that person printed in a legible manner. A rent card retained by the tenant and containing the aforementioned information shall satisfy the requirements of this section.

3. Exemption. This section shall not apply to any tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord.

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: If landlord fails to notify the tenant of intent to retain security deposit or to return the deposit in general they forfeit the option to withhold any of it.

Legal Statute:

1. Normal wear and tear. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

2. Return; time; retention. A landlord shall return to a tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it:

A. In the case of a written rental agreement, within the time, not to exceed 30 days, stated in the agreement; and

B. In the case of a tenancy at will, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later.

The written statement itemizing the reasons for the retention of any portion of the security deposit must be accompanied by a full payment of the difference between the security deposit and the amount retained.

Reasons for which a landlord may retain the security deposit or a portion of the security deposit include, but are not limited to, covering the costs of storing and disposing of unclaimed property, nonpayment of rent and nonpayment of utility charges that the tenant was required to pay directly to the landlord.

The landlord is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the tenant.

3. Penalty. If a landlord fails to provide a written statement or to return the security deposit within the time specified in subsection 2, the landlord shall forfeit his right to withhold any portion of the security deposit.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Generally at the beginning of the month or term of lease

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: 45-day notice required. If the rent increase is greater than 10%, a 75-day notice is required.

Legal Statute:

1. Increase of rent or mandatory recurring fees generally. Except as provided in subsection 2, rent or mandatory recurring fees 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.

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;

B. Restrictions as a condition of the landlord's receipt of subsidies from or participation in a municipal, state or federal housing program; or

C. Restrictions as a condition of the tenant's receipt of subsidies from or participation in a municipal, state or federal housing program.

14 M.R.S. § 6015

Amended by 2024, c. 594, § 7, eff. 1/1/2025. Added by 2023SP1, c. 388, § 1, eff. 10/25/2023.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Repealed by 2023SP1, c. 388, § 1, eff. 10/25/2023.

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

Late Fees:

What This Means: A maximum fee of 4% of the monthly rent is allowed as long as it's stated on the rental agreement.

Legal Statute:

A landlord may assess a penalty against a residential tenant for late payment of rent for a residential dwelling unit according to this section. [1987, c. 605(AMD).]

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.

2. Maximum penalty. A landlord may not assess a penalty for the late payment of rent which exceeds 4% of the amount due for one month.

3. Notice in writing. A landlord may not assess a penalty for the late payment of rent unless the landlord gave the tenant written notice at the time they entered into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

14 M.R.S. § 6028

1987, c. 215, (NEW) . 1987, c. 605, (AMD) .

Application Fees:

What This Means: The landlord cannot charge a flat application fee. Instead, he can ask the tenant to pay for either a background check, credit check, or any other screening process.

Legal Statute:

1. Definition. As used in this section, "dwelling unit" has the same meaning as in section 6021, subsection 1.
2. Fees prohibited generally. Except as provided in this section, a landlord may not require an applicant to pay a fee to submit an application to enter into an agreement for rental of a dwelling unit or require an applicant to pay a fee for the landlord to review or approve an application to enter into an agreement for rental of a dwelling unit.
3. Exceptions. Subject to the requirements of this subsection, a landlord, in connection with an application to enter into an agreement for rental of a dwelling unit, may require an applicant to pay the actual cost of only one of the following:
 - A. A background check
 - B. A credit check
 - C. A screening process other than those in paragraphs A and B

A landlord shall provide an applicant with a complete copy of the information obtained pursuant to a background check, credit check or other screening process. A landlord may not charge an applicant any fee under this subsection unless the landlord has notified the applicant that the landlord is required by law to provide the applicant a complete copy of the information obtained pursuant to the background check, credit check or other screening process.

A landlord may not charge an applicant more than one fee for a background check, credit check or other screening process in any 12-month period.

14 M.R.S. § 6030-H, Added by 2023SP1, c. 346, § 1, eff. 10/25/2023.

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: The check holder may be compensated for the amount of the check, court costs, processing fees, and 12% interest per annum.

Legal Statute:

1.Recovery of costs. In any action against a person liable for a dishonored check, the holder may recover the amount of the check, the court costs and the processing charges incurred by the holder, plus interest at the rate of 12% per annum from the date of dishonor if:

A. The holder gives notice pursuant to section 6073 for payment of the check; and [1995, c. 288, §1(AMD).]

B. The person liable fails to tender the amount of the check, plus bank fees and mailing costs, within 10 days of receiving the notice set forth in section 6073. [1995, c. 288, §1(AMD).]

[1995, c. 288, §1(AMD).]

2.Attorney's fees. If the person liable does not pay the amount of the check, plus costs and interest, before the hearing, then the court may award reasonable attorney's fees to the prevailing party. In addition, the court may award to the holder of the check a civil penalty, not to exceed \$150, to be paid by the person liable for the check.

[2009, c. 495, §1(AMD).]

3.Written agreement. Nothing in this chapter supersedes the terms of a written agreement between the parties.

[1995, c. 288, §1(AMD).]

4.Check defined. As used in this chapter, \"check\" means a check, draft or order for the payment of money.

[1995, c. 288, §1(NEW).]

5.Second dishonored check. A person who intentionally issues or negotiates a 2nd check that is dishonored to the same payee within one year of issuing or negotiating the first dishonored check knowing that the check will not be honored by the maker or drawee is liable to the payee not only for the face amount of the check, the costs and attorney's fees pursuant to subsections 1 and 2, but also for additional liquidated damages if the check is dishonored and the drawer fails to pay the face amount of the check within 30 days of a written demand for payment by the payee.

A. If a check is not honored by the drawee bank because the drawer has no account with the bank, the additional liquidated damages are in an amount twice the face amount of the check or \$750, whichever is less. [2005, c. 365, §1(NEW).]

B. If a check is not honored by the drawee bank because the drawer has insufficient funds on deposit with the bank, the additional liquidated damages are in an amount twice the face amount of the check or \$400, whichever is less. [2005, c. 365, §1(NEW).]

For the purposes of this subsection, a check may be considered the 2nd dishonored check to the same payee if the first check to the same payee was not paid within 45 days of the issuance or negotiation of the first check.

[2005, c. 365, §1(NEW).]

14 M.R.S. § 6071

1989, c. 357, (NEW) . 1989, c. 502, §D8 (AMD) . 1995, c. 288, § 1 (AMD) . 2005, c. 365, § 1 (AMD) . 2009, c. 495, § 1 (AMD) .

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes

Legal Statute:

1.Prohibition of dangerous conditions. A landlord who enters into a lease or tenancy at will agreement renting premises for human habitation may not maintain or permit to exist on those premises any condition that endangers or materially impairs the health or safety of the tenants.

[2009, c. 566, §12(AMD).]

2.Tenant action if landlord fails to act. If a landlord fails to maintain a rental unit in compliance with the standards of subsection 1 and the reasonable cost of compliance is less than \$500 or an amount equal to 1/2 the monthly rent, whichever is greater, the tenant shall notify the

landlord in writing of the tenant's intention to correct the condition at the landlord's expense. If the landlord fails to comply within 14 days after being notified by the tenant in writing by certified mail, return receipt requested, or as promptly as conditions require in case of emergency, the tenant may cause the work to be done with due professional care with the same quality of materials as are being repaired. Installation and servicing of electrical, oil burner or plumbing equipment must be by a professional licensed pursuant to Title 32. After submitting to the landlord an itemized statement, the tenant may deduct from the tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection. This subsection does not apply to repairs of damage caused by the tenant or the tenant's invitee.

[2005, c. 78, §1(AMD).]

3.Limitation on rights. No tenant may exercise his rights pursuant to this section if the condition was caused by the tenant, his guest or an invitee of the tenant, nor where the landlord is unreasonably denied access, nor where extreme weather conditions prevent the landlord from making the repair.

[1981, c. 428, §10(NEW).]

4.Limitation on reimbursement. No tenant may seek or receive reimbursement for labor provided by the tenant or any member of his immediate family pursuant to this section. Parts and materials purchased by the tenant are reimbursable.

[1981, c. 428, §10(NEW).]

5.Waiver. A provision in a lease or tenancy at will agreement in which the tenant waives either the tenant's rights under this section or the duty of the landlord to maintain the premises in compliance with the standards of fitness specified in this section or any other duly promulgated ordinance or regulation is void, except that 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.

[2009, c. 566, §13(AMD).]

6.Rights are supplemental. The rights created by this section are supplemental to and in no way limit the rights of a tenant under section 6021.

[1981, c. 428, §10(NEW).]

7.Limitation on liability. Whenever repairs are undertaken by or on behalf of the tenant, the landlord shall be held free from liability for injury to that tenant or other persons injured thereby.

[1981, c. 428, §10(NEW).]

8.Application. This section does not apply to any tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord.

[1981, c. 428, §10(NEW).]

9.Lack of Heat. If the landlord fails to comply with the provisions of Title 14, section 6021, subsection 6, then the purchase of heating fuel by the tenant shall be deemed to be a \"cost of compliance\" within the meaning of subsection 2. For tenants on general assistance, municipalities shall have the rights of tenants under this subsection.

[1983, c. 764, §2(NEW).]

10.Foreclosure. For tenancies in buildings in which a foreclosure action brought pursuant to section 6203-A or 6321 has been filed and is currently pending, or in which a foreclosure judgment has been entered, if the landlord fails to maintain the premises in compliance with the standards in subsection 1, a tenant may exercise the tenant's rights pursuant to this section without regard to the cost of compliance limitations set forth in subsection 2, except that the reasonable costs of compliance may not be more than the equivalent of 2 months' rent. A tenant who exercises the tenant's rights under this subsection and who thereafter seeks assistance pursuant to Title 22, chapter 1161 may not have any amounts expended under this subsection counted as income pursuant to Title 22, section 4301, subsection 7.

[2009, c. 566, §14(NEW).]

14 M.R.S. § 6026

1981, c. 428, § 10 (NEW) . 1983, c. 764, § 2 (AMD) . 1993, c. 236, § 1 (AMD) . 2005, c. 78, § 1 (AMD) . 2009, c. 566, §§12 - 14 (AMD) .

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

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.

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.

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.

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.

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.

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.

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

14 M.R.S. § 6014

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

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

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.

[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.

[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 rented 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.

[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; [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; [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 [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. [1985, c. 293, §3(NEW).]

[2009, c. 566, §6(AMD).]

14 M.R.S. § 6010-A

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

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 30-day notice required

Legal Statute:

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. [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. [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; [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; [2015, c. 293, §7(AMD).]

C. The tenant is 7 days or more in arrears in the payment of rent; [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; [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 [2017, c. 103, §3(NEW).]

F. The person occupying the premises is not an authorized occupant of the premises. [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. [2017, c. 103, §§1-3(AMD).]

[Remainder of statute continues with additional sections detailed in original text]

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 30-day notice required

Legal Statute:

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. [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. [2009, c. 566, §4(NEW).]

(Entire remaining statute text continues as in original document)

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice required

Legal Statute:

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. [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. [2009, c. 566, §4(NEW).]

[Remainder of statute text continues as in original document]

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute. In general 30-day notice is required.

Legal Statute:

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. [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. [2009, c. 566, §4(NEW).]

[Remaining statute text continues as in the original document, including all subsections 1-4]

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 7-day notice required

Legal Statute:

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. [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. [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; [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; [2015, c. 293, §7(AMD).]

C. The tenant is 7 days or more in arrears in the payment of rent; [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; [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 [2017, c. 103, §3(NEW).]

F. The person occupying the premises is not an authorized occupant of the premises. [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.

[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.\" [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. [2009, c. 171, §3(NEW).]

[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.

[1995, c. 208, §1(AMD).]

4. Victims of domestic violence, sexual assault or stalking. A victim may terminate the victim's tenancy in

Notice for Lease Violation:

What This Means: 7-day notice required

Legal Statute:

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. [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. [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; [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; [2015, c. 293, §7(AMD).]

C. The tenant is 7 days or more in arrears in the payment of rent; [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; [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 [2017, c. 103, §3(NEW).]

F. The person occupying the premises is not an authorized occupant of the premises. [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. [2017, c. 103, §§1-3(AMD).]

Required Notice before Entry:

What This Means: Yes. 24-hour notice required

Legal Statute:

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, "victim" has the same meaning as in section 6000, subsection 4.

[2015, c. 293, §11(AMD).]

2.Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in section 6025-A is grounds for permitting entry without 24 hours' notice.

[2023, c. 336, §2(AMD).]

3.Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

[1999, c. 204, §1(AMD).]

4.Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

[1981, c. 428, §10(NEW).]

14 M.R.S. § 6025

Amended by 2023SP1, c. 336,§ 2, eff. 10/25/2023.Amended by 2015, c. 293,§ 11, eff. 10/15/2015.1981, c. 428, § 10 (NEW) . 1999, c. 204, § 1 (AMD) .

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, \"victim\" has the same meaning as in section 6000, subsection 4.

[2015, c. 293, §11(AMD).]

2. Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in section 6025-A is grounds for permitting entry without 24 hours' notice.

[2023, c. 336, §2(AMD).]

3. Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

[1999, c. 204, §1(AMD).]

4. Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

[1981, c. 428, §10(NEW).]

14 M.R.S. § 6025

Amended by 2023SP1, c. 336, § 2, eff. 10/25/2023. Amended by 2015, c. 293, § 11, eff. 10/15/2015. 1981, c. 428, § 10 (NEW). 1999, c. 204, § 1 (AMD).

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, \"victim\" has the same meaning as in section 6000, subsection 4.

[2015, c. 293, §11(AMD).]

2. Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in section 6025-A is grounds for permitting entry without 24 hours' notice.

[2023, c. 336, §2(AMD).]

3. Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

[1999, c. 204, §1(AMD).]

4. Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

[1981, c. 428, §10(NEW).]

14 M.R.S. § 6025

Amended by 2023SP1, c. 336, § 2, eff. 10/25/2023. Amended by 2015, c. 293, §11, eff. 10/15/2015. 1981, c. 428, § 10 (NEW). 1999, c. 204, § 1 (AMD).

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Generally it is allowed

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, "victim" has the same meaning as in section 6000, subsection 4.

2. Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in section 6025-A is grounds for permitting entry without 24 hours' notice.

3. Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

4. Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

14 M.R.S. § 6025

Amended by 2023SP1, c. 336, § 2, eff. 10/25/2023. Amended by 2015, c. 293, § 11, eff. 10/15/2015. 1981, c. 428, § 10 (NEW). 1999, c. 204, § 1 (AMD).

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No

Legal Statute:

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.

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.

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.

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.

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.

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.

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

14 M.R.S. § 6014

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

Utility Shut-offs Allowed:

What This Means: No

Legal Statute:

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. [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. [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. [1981, c. 428, §8(NEW).]

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. [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. [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.

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

14 M.R.S. § 6014

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

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Maine Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Maine.

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Links To Statutes

- [Me. Stat. tit. 14 § 6001\(1-B\)](#) – [Effective 1/1/2025] Availability of remedy
- [Me. Stat. tit. 14 § 6001\(3\)](#) – [Effective 1/1/2025] Availability of remedy
- [Me. Stat. tit. 14 § 6002](#) – Tenancy at will; buildings on land of another
- [Me. Stat. tit. 14 § 6003](#) – Jurisdiction
- [Me. Stat. tit. 14 § 6010-A](#) – Landlord’s Duty to Mitigate
- [Me. Stat. tit. 14 § 6014\(1\)](#) – Remedies for illegal evictions
- [Me. Stat. tit. 14 § 6014\(1A\)](#) – Remedies for illegal evictions
- [Me. Stat. tit. 14 § 6015](#) – [Effective 1/1/2025] Notice of rent or mandatory recurring fee increase
- [Me. Stat. tit. 14 § 6021](#) – Implied warranty and covenant of habitability
- [Me. Stat. tit. 14 § 6021-A](#) – Treatment of Bedbug Infestation
- [Me. Stat. tit. 14 § 6022](#) – Receipts for rent payments and security deposits
- [Me. Stat. tit. 14 § 6022-A](#) – [Effective 1/1/2025] Limit on initial amount paid by tenant
- [Me. Stat. tit. 14 § 6024](#) – Heat and Utilities in Common Areas
- [Me. Stat. tit. 14 § 6025\(2\)](#) – Access to Premises
- [Me. Stat. tit. 14 § 6025](#) – Access to Premises
- [Me. Stat. tit. 14 § 6026\(2\)](#) – Dangerous Conditions Requiring Minor Repairs
- [Me. Stat. tit. 14 § 6028](#) – Penalties for late payment of rent
- [Me. Stat. tit. 14 § 6030-B](#) – Lead Disclosures
- [Me. Stat. tit. 14 § 6030-C](#) – Residential Energy Efficiency Disclosure Statement
- [Me. Stat. tit. 14 § 6030-D](#) – Radon Testing
- [Me. Stat. tit. 14 § 6030-E](#) – Smoking Policy
- [Me. Stat. tit. 14 § 6030-H](#) – Fees charged to applicants for lease of residential dwelling unit
- [Me. Stat. tit. 14 § 6032](#) – Maximum security deposit
- [Me. Stat. tit. 14 § 6033](#) – Return of the Security Deposit
- [Me. Stat. tit. 14 § 6034](#) – Wrongful retention; damages
- [Me. Stat. tit. 14 § 6037\(2\)](#)

- [Me. Stat. tit. 14 § 6038](#) – Treatment of security deposit
- [Me. Stat. tit. 14 § 6038](#) – Treatment of Security Deposit
- [Me. Stat. tit. 14 § 6039](#) – Surety Bonds
- [Me. Stat. tit. 14 § 6041](#) – Installation; consent of building owner required
- [Me. Stat. tit. 14 § 6041](#) – Installation; consent of building owner required
- [Me. Stat. tit. 14 § 6071](#) – Civil Penalties for Bad Checks
- [Me. Stat. tit. 14 § 7482](#) – Definition of a Small Claim
- [Me. Stat. tit. 14 § 752](#) – Six Years
- [14 M.R.S. § 6026](#) – Tenant's Duties