

# MAINE RESIDENTIAL LEASE

This model lease was developed by the Maine Attorney General to provide both landlords and tenants with a lease that is both reasonable and understandable. Some lease sections allow you to write in additional information. For these sections if you have no additions write in "None" or "N.A." (for "Not Applicable"). Both parties should read this lease carefully and agree with all provisions before signing it. If there are provisions you want changed or added, cross out or write in. Then both parties should initial the changes. Finally, each party should receive a copy of the signed lease.

The Attorney General does not guarantee that this model lease accurately reflects current Maine or federal housing law. If you would like additional information on landlord and tenant rights, you can consult with a private attorney or write to:

Maine Attorney General  
Consumer & Antitrust Division  
State House Station 6  
Augusta, Maine 04333

## I. PARTIES TO THIS LEASE

The parties to this lease are:

### LANDLORD

Name Brad & Tara Weller  
Address 4 Scitery Gussett Dr  
Falmouth, ME 04105  
Telephone 781-5071

### TENANT

Name Nancy Grace Rosen  
Address 143 Pine St, Apt #3  
Portland, ME 04103  
Telephone \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

## II. MANAGING AGENT

If the landlord employs an agent to manage this residence, the agent is:

Name \_\_\_\_\_  
Address N/A  
Telephone \_\_\_\_\_

## III. RESIDENCE LOCATION

This residence is a  house,  apartment,  mobile home (check one). It is located at: 143 Pine St.

Room: and Apartment No. # 3

**LENGTH OF LEASE**

A. **Initial Rental Period.** The landlord will rent this residence to the tenant for one months. This term shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and shall end ~~on the~~ \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at noon.

Automatically renewed month to month w/ a 30 day notice by tenant or landlord

B. **Extended Stay.** If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed a new lease with the landlord, then this tenancy becomes a "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can end this continuing month-to-month tenancy by giving to the other party at least 30 days written notice prior to the day the rent is due. If a tenant stays beyond the day the rent is due the tenant must pay another month's rent.

**5. RENT PAYMENTS**

A. **Rent Amount.** The rent for this residence is \$ 800. a month. The tenant shall pay the rent for each month on the 1st day of that month. If there are charges in addition to this rent they are listed below in paragraph C.

B. **Paying the Rent.** The rent should be paid to: Tara Weller

The landlord can assess a penalty of \_\_\_\_\_ % (up to 4%) of the monthly rent once payment is 15 or more days late.

C. **Additional Charges.** In addition to the monthly rent the tenant also agrees to pay the landlord the following charges (describe the reason for the charge, the amount, and when it should be paid): N/A

**6. SECURITY DEPOSIT**

A. **Amount of Security Deposit.** The tenant has paid the landlord \$ 800. as a Security Deposit. The Security Deposit is in addition to rental payments and should not be substituted by the tenant for unpaid rent. The landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the tenant's money. The landlord will keep the Security Deposit separate from the landlord's own money. The landlord will not require a Security Deposit of more than two months rent.

B. **Return of the Security Deposit.** This Security Deposit may be used by the landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent or other charges owed the landlord and agreed to in this lease or the cost of storing and disposing of unclaimed property. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The landlord will return the entire Security Deposit to the tenant at the end of the lease if the following conditions are met:

- (1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant or the tenant's family, invitees or guests;
- (2) The tenant does not owe any rent or utility or other charges agreed to in this lease which the tenant was required to pay directly to the landlord; and
- (3) The tenant has not caused the landlord expenses for storage and disposing of unclaimed property.

If the landlord deducts money from the tenant's Security Deposit, the landlord will provide the tenant a list of items for which the tenant is being charged and return the balance of the Security Deposit.

The landlord will return the Security Deposit, or the remaining balance, to the tenant no more than thirty (30) days after the tenancy ends.

### MOVING IN

If the residence is not ready to move into on the day the rental period begins (see Section 4, "LENGTH OF LEASE"), the tenant may cancel the lease and receive a full refund. If the tenant chooses to wait until the residence is ready, then the rental period will begin with the first day the tenant moves in and the first month's rent payments will be proportionately reduced.

### SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows:

	Landlord	Tenant	Description
Electricity	_____	✓	_____
Heating Oil	_____	N/A	_____
Natural Gas	_____	✓	including hot water
Sewerage	✓	_____	_____
Trash Removal - City of Portland	_____	curbside	pickup
Yard Maintenance	✓	_____	_____
Snow Removal	✓	_____	_____
Air Conditioning	_____	N/A	_____
Hot Water	✓	✓	_____
Cold Water	✓	_____	_____
Telephone	_____	✓	_____
Cable Television	_____	✓	Time Warner

The landlord will also provide the following services: None 2 Road runner

### 9. TENANT RESIDENTIAL RESPONSIBILITIES

**A. Use Only as a Residence.** The tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the landlord's ability to obtain fire or liability insurance.

The total number of persons residing in this residence cannot exceed 2.

**B. Damage.** The tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the tenant, or the tenant's family, invitees or guests shall be repaired by the tenant at the tenant's expense. Upon the tenant's failure to make such repairs the landlord, after reasonable written notice to the tenant, may make the repairs and the tenant shall be responsible to the landlord for their reasonable cost.

**C. Alterations.** No alteration, addition or improvement to the residence shall be made by the tenant without the prior written consent by the landlord.

## **10. LANDLORD RESIDENTIAL RESPONSIBILITIES**

**A. Legal Use of the Residence.** The landlord agrees not to interfere with the tenant's legal use of the residence.

**B. Residence Must Be Fit to Live in.** The landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in and to meet all applicable housing code requirements. The landlord is not responsible for this promise if the residence becomes unfit to live in due to the tenant's misconduct or the misconduct of the tenant's family, invitees, or guests.

### **C. Tenant's Rights if the Landlord Fails to Provide Services**

(1) **Unsafe conditions.** If there are conditions in the residence that threaten health or safety, state law allows the tenant to withhold rent and to use it to make minor repairs to the unsafe conditions or to purchase fuel oil during the heating season. Except in an emergency, before withholding rent the tenant must first provide 14 days prior written notice to the landlord and meet other Maine statutory requirements. The tenant cannot withhold more than \$100 or 1/2 of the monthly rent, whichever is the greater. This paragraph does not apply if the residence is in a building of 5 or less residences, one of which is occupied by the landlord.

(2) **Failure to provide utilities.** If the landlord fails to provide electric, gas, water or telephone utilities as agreed to in Section 8 of this lease, State law allows the tenant to pay for these utilities and deduct the amount paid from the rent due.

(3) **Unlivable conditions.** If through no fault of the tenant the residence is so damaged that it cannot be lived in and because of the damage the tenant moves out, the tenant will not be liable for rent from the day of the damage and may cancel the lease on 3 days notice.

## **11. LANDLORD ENTRY INTO THE RESIDENCE**

Except for emergencies, the landlord may enter the apartment only during reasonable hours and after obtaining the tenant's consent at least 24 hours in advance. The tenant may not unreasonably withhold consent to the landlord to enter the residence.

## **12. BUILDING RULES**

The tenant agrees to obey all building rules describing tenant conduct and responsibilities. The landlord will give a written copy of these rules to the tenant when the tenant signs this lease. The landlord may make reasonable additions or changes to these rules, upon adequate notice to the tenant.

## **13. DISTURBING THE PEACE**

The tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants in the building or violates any state law or local ordinance. The landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the tenant's peace and quiet.

## **14. EVICTION FOR VIOLATION OF LEASE**

**A. Notice of Violation.** Serious or repeated violations of the terms of this lease can result in termination of the lease and eviction of the tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a tenant (see Paragraph C), if the tenant does not live up to the terms of this lease the following will occur:

(1) The landlord may deliver to the tenant a written notice describing the violation and demanding that the tenant cease the lease violation within 10 days of delivery of the notice.

(2) If the tenant does not comply within that 10 day period, the landlord may deliver to the tenant a second written notice that the lease will end within 30 days. On that day, the lease term automatically terminates and the tenant must leave the residence and return the keys to the landlord.

**B. Eviction for Failure to Pay Rent.** If the tenant is 14 days or more late in paying the rent the landlord may send a notice that states that the lease will end in 7 days, unless the tenant pays all overdue rent or late charges before that 7 day period ends. If the tenant fails to pay the rent the lease term automatically terminates and the tenant will leave the residence and return the keys to the landlord.

**C. Eviction for Dangerous Acts.** If the tenant's actions pose an immediate threat to the health or safety of other residents or the landlord or the landlord's employees, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

**D. Notice of Termination.** The landlord must notify the tenant in writing when the lease is terminated. This notice must:

- (1) State the reasons for termination with enough specificity to allow the tenant to prepare a defense;
- (2) Advise the tenant that if a judicial proceeding for eviction is commenced, the tenant has the right to present a defense in that proceeding; and
- (3) Be served on the tenant by sending a prepaid first class properly addressed letter (return receipt requested) to the tenant at the residence or by delivering a copy of the notice to the residence.

**E. Forcible Eviction.** The landlord will not physically force the tenant out by removing the tenant's possessions or by changing the lock on the tenant's door or by any other method. The tenant can be forcibly removed from the residence only by a law enforcement officer after a Maine Court has ordered eviction. The tenant will be given prior notice of the court eviction hearing and will have a chance to testify. Only after this hearing can the court order the tenant's forcible eviction.

## 15. NOTIFYING THE LANDLORD OR TENANT

**A. Notices to the tenant.** Unless otherwise required in this lease or by law, any notice from the landlord to the tenant will be valid only if: (1) it is in writing; (2) it is addressed to the tenant at the residence and personally delivered to the tenant's residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

**B. Notices to the landlord.** Unless otherwise required in this lease or by law, the tenant will give all required notices to the landlord in writing, delivered personally or sent by mail to the landlord or, if appropriate, to the landlord's managing agent at the address given in this lease. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

## 16. ABANDONED PROPERTY

The landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property laws.

## 17. SUBLEASING

The tenant agrees not to sublease or assign this residence without the prior written consent of the landlord. Consent will not be withheld, except for good reason.

## 18. OCCUPANTS

The residents listed below shall be the sole occupants of the leased premises:

Nancy Grace Rosen

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**19. PETS**

The resident may  may not  (check one) maintain pets in the residence.

If the tenant is allowed to have pets only the following pets may live in the residence:

Not Allowed

**20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED**

Prior to signing this lease the landlord and the tenant did  did not  (check one) inspect together the residence. If they did inspect the residence, their findings were as follows:

A. Residence defects. The following substantial defects were observed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Landlord work or repairs. The following work or repairs to be done by the landlord were agreed upon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Tenant work or repairs. The following work or repairs to be done by the tenant were agreed upon (indicate whether tenant or landlord is responsible for the expense):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Conditions which will remain unchanged. The following residential conditions were agreed would remain unchanged:

No smoking allowed in the unit / entire Bldg BD  
NG

**21. WHEN THE TENANCY ENDS**

When the tenancy ends, the tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspection items which were noted in Section 20 of this lease. The tenant will have to pay for damage to the residence only if the damage was caused by the tenant or the tenant's family, invitees or guests. The tenant must return the keys to the residence or else the tenant can be considered a "hold-over" tenant and still obligated to pay monthly rent.



DEPOSIT RECEIPT

DATE: 11/16/07 APPLICANT'S NAME(S): Nancy Grace Rosen

UNIT ADDRESS: 143 Pine St #3

CITY: Portland STATE: ME ZIP: 04103

Received From: Nancy Grace Rosen Form of Payment:  
the sum of \$ \_\_\_\_\_, non-refundable fees  Check  
and the sum of \$ 800  Cash  
as deposit for 143 Pine St #3, Portland, ME  Other  
Unit Address

Upon management's acceptance of application, it is agreed that applicant shall complete the rental agreement and pay the balance of monies due.

Notification of acceptance or rejection shall be on or before: \_\_\_\_\_

Failure of applicant to pay balance of monies and to complete a rental agreement by: \_\_\_\_\_ shall terminate all rights of applicant and the sum deposited shall be retained by the undersigned as liquidated damages.

Date unit to be ready for occupancy 11/21/07  
If possession of said premises cannot be delivered to applicant on the date specified, the sum so deposited shall be returned to applicant, less the non-refundable fee.

Applicants acceptance and agreement: \_\_\_\_\_

Owner/Agent: Brad + Tara Weller

Address: 4 Scitery Gussett Dr, Falmouth, ME 04105

Telephone: 781-5071