

Fixed-Term Residential Lease

1. PARTIES TO THIS LEASE

The parties to the lease are:

LANDLORD

Names Anna F. Hochstedler

Address 4 Gilman Street #2  
Portland Maine  
04102

Telephone  
(207) 712-5557 (Anna)

T(S)

Carol Hochstedler  
4 Gilman St #1  
Portland, ME 04102  
Phone (207) 272-3402

2. MANAGING AGENT

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

Name N/A  
Address N/A

S  
one

this residence, the agent

Telephone N/A

### 3. RESIDENCE LOCATION

This residence is a house , apartment , mobile home   
(check one).

It is located at:

4 GILMAN STREET

PORTLAND ME (Zip): 04106

Floor: 1 Apartment number: 1

### 4. LENGTH OF LEASE

A. *Initial Rental Period.* The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1<sup>st</sup> day of June 2015, at noon.

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 with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All terms of this lease will remain in effect, except for those terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving the other party at least 30-days written notice. This notice must be given in writing and shall expire on or after the date of the next rent payment. The notice shall be effective on the first day of the month's rent of this

Extended Stay lease is due on the day the Initial Rental Period (paragraph A) ends.

C. *No Extended Stay.* The landlord cannot allow the tenant to become a month-to-month tenant at the end of the lease. To do so he must so inform the tenant at least 30 days before the end of the initial Rental Period (paragraph A). The tenant must then leave the residence no later than the last day of the Initial Rental Period.

### 5. RENT PAYMENTS

A. *Rental Amount.* The rent for this residence is \$ 850 a month. The tenant shall pay the rent for each month by the first 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: Anna Hochstedler, 4 Gilman Street #2. The landlord can assess a penalty of 4 % of the monthly rent once payment is 10 or more days late. This is a late fee of \$ 34 for this rent.

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):

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## 6. SECURITY DEPOSIT

A. *Amount of Security Deposit.* The tenant has paid the landlord \$ 850 as a Security Deposit. The Security Deposit is in addition to rental payments and should be substituted by the tenant for unpaid rent. The landlord will hold the Security Deposit until the end of the residency. 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. THE SECURITY DEPOSIT CANNOT BE USED FOR THE MONTH'S 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 utility bills, rent, storing and disposing of unclaimed property, or other charges the tenant owes to the landlord. The Security Deposit cannot be used to pay for painting or repairs 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 clean and in good condition except for (a) normal wear and tear or (b) damage caused by the tenant, the tenant's family, invitees or guests;
- (2) The tenant does not owe any rent or utility charges which the tenant was required to pay directly to the landlord; and
- (3) The tenant has not caused the landlord to incur 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 to the tenant the balance of the

Security Deposit. The landlord will return the remaining balance, to the tenant within 30 days after the tenancy ends.

the Security Deposit, or within more than thirty (30) days

7. MOVING IN

If the residence is not ready to move in 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.

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8. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the tenant as follows (check one):

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UTILITIES / SERVICES	LANDLORD	TENANT
Electricity	_____	<u>  X  </u>
Heating Oil	<u>  X  </u>	_____
Natural Gas	<u>  NA  </u>	<u>  NA  </u>
Sewerage	<u>  X  </u>	_____
Trash Removal	_____	<u>  X - blue bags  </u>
Snow Removal	<u>  X  </u>	<u>  X  </u>
Air Conditioning	_____	_____
Hot Water	<u>  X  </u>	_____
Cold Water	<u>  X  </u>	_____
Telephone	_____	<u>  X  </u>
Cable Television	_____	<u>  X  </u>

The landlord will also provide the following services:

High speed internet connection via wireless router

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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 or arts and crafts created for profit). Such incidental use is 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 1.

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. Grounds maintenance, planting, or other use of the yard area by the Tenant cannot be considered damage to the property. Damage (other than normal wear and tear) caused by the tenant, 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; this does not include the changes listed in section 20 of the lease.

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## 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.

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*B. Residence Must Be Fit To Live In.* The landlord promises that the residence: (1) complies with applicable building 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 in compliance with all applicable housing code requirements. The landlord is not responsible for this promise if the residence becomes uninhabitable due to the tenant's misconduct or the misconduct of the tenant's family, invitees, or guests. Prior to the tenant entering the residence, the landlord agrees to provide the tenant with both a lead-based paint hazard notice and brochure, unless the residence is specifically exempt from this requirement.

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*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. Except in an emergency, before withholding rent the tenant must provide 14 days prior written notice to the landlord and meet or Maine statutory

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requirements. The tenant cannot withhold more than \$250 or one half of the monthly rent, whichever is greater. This state law 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 water, sewerage, oil heat, or hot water as agreed in Section 8 of this lease, State law allows the tenant to pay for 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 terminate the lease on 3 days notice.

#### 11. LANDLORD ENTRY INTO THE RESIDENCE

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

#### 12. BUILDING RULES

The tenant agrees to obey all building rules and responsibilities. A written copy of these rules shall be given 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.

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### 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 community. The tenant also agrees not to violate any state law or local ordinance. The landlord agrees to protect other tenants and other persons in the building or community from similarly disturbing the tenant's peace and quiet.

### 14. EVICTION FOR VIOLATIONS 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 a tenant does not live up to the terms of this lease the following may occur:

- (1) The landlord will deliver to the tenant a written notice describing the violation and demanding that the tenant cease the lease violation within 3 days of delivery of the notice.
- (2) If the tenant does not comply with the 3-day period, the landlord will deliver to the tenant a second written notice that the lease will end within 7 days. On that date 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 5 days or more late in paying the rent the landlord must send a notice that states that the lease will end in 3 days, unless the tenant pays all overdue rent or late charges before that 3 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 if 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. The 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 paid first class properly addressed letter (return receipt requested) to the tenant at the residence or by delivering a copy of the letter 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; and
- (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 statutes.

## 17. SUBLEASING

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

18. OCCUPANTS

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

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

19. PETS

The tenant may X 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:

1 cat  
\_\_\_\_\_  
\_\_\_\_\_

20. CONDITION OF RESIDENCE AT THE TIME THE 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 (indicating whether tenant or landlord is responsible for the expense):

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

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## 21. WHEN THE LEASE ENDS

When the lease 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 items which were noted in Section 20 of this lease and repaired. The tenant will have to pay for damage to the residence 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 obligated to pay monthly rent.

## 22. OTHER AGREEMENTS

The landlord and the tenant also agreed the following:

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23. CONFLICT WITH STATE LAW

If any provision of this lease conflicts with state law, then state law shall take precedence.

24. SIGNATURES

The tenant and landlord have each received identical copies of the lease, each copy signed and dated by both landlord and tenant.

6/1/2015  
(date)

Carole Kestler  
(tenant)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(tenant)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(landlord)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(landlord)

4 GILMAN STREET BUILDING RULES  
LANDLORD AND TENANT AGREE TO THE FOLLOWING  
(AS PER SECTION 12 OF THE LEASE AGREEMENT)

PART OF THE RENTAL LEASE

1. No smoking inside the building or within 20 feet of entrance.
2. Each tenant is encouraged to carry a renters' insurance policy for their unit.
3. Trash is to be contained in cans (provided by landlord) and placed at curbside for pick-up (Wednesday evening – Thursday morning).
4. Any exterior decorations or alterations, permanent or temporary, must be approved by landlord.
5. Snow removal:
  - A. Landlord will be responsible for plowing parking lot and driveway.
  - B. Tenants will be responsible for shoveling the entrance to their own units.
6. Landlord is responsible for maintaining functioning stove, water heaters, faucets, and toilets within units.
7. Attorney fees: In the event that either party to the lease hires an attorney to collect any rents or damages due by Tenant according to the lease, or to enforce the terms of the lease, where the party is in wanton disregard of the terms of the rental agreement, the prevailing party in a court action shall be entitled to collect his/her reasonable attorney fees.
8. Washer/dryer coin-operated machines will not be used after 11pm or before 7am.

6/1/2015  
(date)

Carol Hoeller  
(tenant)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(tenant)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(landlord)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(landlord)