



CITY OF PORTLAND HOUSING SAFETY OFFICE
www.portlandmaine.gov/housingsafety
housingsafety@portlandmaine.gov

Portland City Hall, Room 26
389 Congress Street
Portland Maine 04101
(P) 207-756-8131 (F) 207-756-8150

New + Entered
07/17/17
**RENTAL HOUSING
REGISTRATION FORM**

Revised
6-22-2016

Page 1 of 3

Chapter 6, Article VI of the City of Portland Code of Ordinances requires owners and managers to register rental units with the City of Portland Housing Safety Office. A rental unit is any portion of any residential structure that is rented or available to rent for any length of time to an individual(s) who is not the owner(s). Registration is due annually by January 1 of each year beginning January 1, 2016 and within thirty (30) days of purchasing a property used for rental. The registration fee is \$35 per individually rented bed, room, and/or dwelling unit less any discounts (listed on the second page). Failure to register may result in a fine.

Complete the Rental Housing Registration Form and Owner's Pre-Inspection Checklist for EACH RENTAL PROPERTY (multiple rental units at the same property with the same owner can share the same form) and return to the City of Portland Housing Safety Office by email, fax, mail, or in person. After the registration information and fee discount documentation has been verified, an invoice for payment will be sent to the party certifying registration entered below. Complete applications may pay at the time of registration.

SECTION 1: PROPERTY INFORMATION

Street Number 54 Street Name Kenwood ST CBL- Chart, Block, Lot Number (e.g. 001A, A001)

SECTION 2: OWNER INFORMATION

Owner(s) First Name Ben Owner(s) Last Name Thrash Primary Telephone Numbers (cell) 207-831-0564 (home)
Mailing Address 55 Elizabeth Rd., Portland, ME 04102 Email Address bhthrash@gmail.com
Owner is a/an: ☒ Individual(s) ☐ Partnership ☐ Corporation ☐ LLC ☐ Other, please explain:

SECTION 3: AUTHORIZED AGENT (if different than owner)

All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.

Registered Agent First Name _____ Registered Agent Last Name _____ Telephone Number _____
Mailing Address _____ Email Address _____

SECTION 4: PROPERTY MANAGER (if different than owner)

Property Manager Name Drian Properties Telephone Number 799-0839
Mailing Address PO Box 2407 So Port ME 04106-2407 Email Address mike@drianproperties.com

SECTION 5: EMERGENCY CONTACT FOR PROPERTY (if different than owner)

Emergency Contact Name Drian Properties Telephone Number 799-0829

SECTION 6: RENTAL UNIT REGISTRATION

Please describe the rental units by listing unit numbers and/or room numbers of the rental units being registered (e.g. apartment number 1,2,3, 4-11)

single family home

Is the property owner occupied? (Yes/No) ☒ No

Number of rental units registering 1

To the best of my knowledge, I certify that the information being registered is true and correct.

Name (print only) Ben Thrash Telephone Number 207 831 0564
Relationship to Property Owner Date 7/12/17 Email Address bhthrash@gmail.com



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SECTION 7: FEE DISCOUNTS (The total discount may not exceed \$20.00 per rental unit)

Discount Requested	Attach Required Verification Documents	Discount	Number of rental units for which a discount is being requested
Fully Sprinklered Building	Testing Report OR Maintenance Report OR Maintenance Contract from Preceding Year	\$10.00/unit	N/A
Off-site Monitored Fire Alarm System	Fire Alarm Monitoring Annual Contract	\$7.50/unit	N/A
Subsidized Housing	HQS Inspection Report from Preceding Year	\$5.00/unit	N/A
Housing Quality Standard (HQS)	UPCS Inspection Report from Preceding Year	\$10.00/unit	N/A
Public Housing Uniform Physical Condition Standard (UPCS)	Copy of Signed Lease OR Smoking Disclosure	\$2.50/unit	1
No Smoking Lease			

DID YOU COMPLETE:

Rental Housing Registration Form
 Owner's Pre-Inspection Checklist
 Attach all fee discount verification documents if requesting discount

RETURN FORMS,
 ATTACHMENTS, AND
 PAYMENT:

By email to: housingsafety@portlandmaine.gov
 By mail to: Housing Safety, Room 26
 City Hall, 389 Congress Street, Portland Maine 04101
 By fax to: (207) 756-8150
 In person at Room 26, City Hall

PAYMENT INFORMATION:

Pay the registration fee:

- in person by cash, check, or credit card;
- by mail by check; or
- online by credit card.

Make checks payable to CITY OF PORTLAND
 BE SURE TO NOTE the CHART, BLOCK, AND LOT (CBL) ON THE CHECK

FOR MORE INFORMATION:

See www.portlandmaine.gov/housing-safety

SECTION 8: TOTAL CHARGES

Total Number of Rental Units Registering	1
Registration Fees (\$35 x Number of Rental Units)	35.00
Total Fee Discounts (not to exceed \$20.00 per rental unit)	2.50
TOTAL RENTAL REGISTRATION FEES	32.50



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OWNER'S PRE-INSPECTION CHECKLIST

Revised
 6-22-2016

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This pre-inspection checklist will help prepare you for your initial basic life safety rental housing safety inspection.
 Complete this checklist and return it with your Rental Housing Registration Form.

BUILDING INFORMATION

Street Number 54 Street Kenwood St

CBL- Chart, Block, Lot Number (e.g. 001A __ A001001)

LIFE SAFETY CHECKLIST		YES	NO	NA	Comments
1.1	Is there a working smoke alarm (detector):				
	a. On each level of the building and dwelling unit and in the vicinity of each bedroom, including the basement?	X			
	b. In each bedroom?				
1.2	Is there a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit including the basement?		X		1 First Floor 1 2nd floor
1.3	Does each dwelling unit have two separate ways out?	X			
1.4	Are all ways out of the building:				
	a. Free of obstructions?	X			
	b. In buildings with 3 or more dwelling units, automatically or permanently lighted?			X	
	c. In buildings with 3 or more dwelling units, have doors that are fire-rated, self-closing, easily opened, and able to be used?			X	
	d. Discharged to the ground level?				
1.5	Do all exit stairways have handrails that are securely mounted?	X			
1.6	If there is only one way out of a dwelling unit, does each bedroom have a window that can be easily opened and is large enough for emergency rescue or escape?			X	

NA – not applicable

CODE REFERENCE (NFPA 101 (2009), City Code of Ordinances Chapter 6 and 10 (June, 2016))

Question	Code Explanation
1.1	There must be a working smoke alarm (detector) on each level of the building and dwelling unit including the basement and in the immediate vicinity of each bedroom or room used for sleeping as well as in each bedroom.
1.2	There must be a working carbon monoxide (CO) alarm (detector) on each level of the building and dwelling unit.
1.3	Each dwelling unit must have access to at least 2 separate ways out of the building that are not located close together unless the unit has an exit door opening to the outside at ground level, an enclosed stair used only by that unit opening to the outside at ground level, or access to an outside stair that serves no more than 2 units.
1.4	The way out of the building cannot be used for storage or trash containers. The way out of a building must be permanently lighted or by lighted by automatic means. Doors leading from a dwelling unit to a stairwell must be self-closing and fire rated. Locks or door hardware must be easy to use when leaving the building. Exits must lead to the ground level, not the basement.
1.5	All stairs must have handrails that are easy to grasp and that are securely mounted at a height between 34" and 38" measured from the leading edge of all treads, vertically to the handrail.
1.6	Each bedroom must have a window that can be opened without using tools or special knowledge. The opening of the window must be at least 20" wide and 24" high and provide an opening of 5.7 square feet. The bottom of the opening must be less than 44" above the floor.

Drinan Properties Inc. – LEASE AGREEMENT

LEASE made as of this 30th day of May, 2017 by and between: **Benjamin & Rachael Thrash, 54 Kenwood St., Portland, ME 04102 ("Landlord")** and the undersigned **Damon Mayrl & Luis A. Barcena, 415 Arkansas St., San Francisco, CA 94107 (jointly & severally "Tenant")**. Together: The Parties.

WITNESSETH:

1. **PREMISES LEASED.** Landlord does hereby lease a single family home located at **54 Kenwood St., Portland, ME 04102**
2. **TERM.** From 1 August 2017- 31 July 2018 (12 months).
3. **RENT.** Tenant covenants and agrees to pay monthly rent in the amount of **Two Thousand Two Hundred & 00/100 Dollars (\$2200.00)**, payable in advance on the first day of each month (except as outlined in clause 17C and Schedule A). The rent shall be made payable to the Landlord, 'Benjamin OR Rachael Thrash', and mailed to the Landlord's Agent, Drinan Properties Inc., P.O. Box 2407, So. Portland, ME 04116-2407. If the term begins on any day other than the first day of a month, or ends on any day other than the last day of a month, the rent for the first month or the last month, as the case may be, shall be prorated. If Tenant does not pay an installment of rent and/or any other charges due under this Lease within ten (10) days from its or their due date, Tenant agrees that Landlord, in its sole discretion, may impose a late charge of four percent of the unpaid amount or the maximum permitted by law, whichever is the greater. The right of Landlord to impose such late charge shall be in addition to and not in lieu of any other rights or remedies of Landlord under this Lease.
4. **SECURITY DEPOSIT.** At the time of the execution of this Lease, Tenant has existing deposit with Landlord in the amount of **(\$2200.00)** as security deposit for the performance by Tenant of all Tenant's covenants and obligations hereunder. In the event of a default by Tenant, Landlord may use the security deposit, or any portion thereof, to cure such default or to compensate Landlord for damages sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as herein provided so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration or termination of this Lease, except that if Landlord has cause for retaining any portion of the security deposit it shall provide to Tenant a written accounting of the moneys retained, together with a check for the balance (if any) within the thirty (30) days. Landlord shall not be required to pay Tenant any interest on the security deposit. The security deposit shall not be used as rent, or any portion thereof, for the last month of tenancy.
5. **UTILITIES.** Tenant shall pay for all charges for gas, electricity, lights, heat, power, water & sewer, and telephone or other communication utility service used, rendered or supplied upon or in connection with the Premises, except as specifically provided to the contrary herein.
6. **MAINTENANCE, REPAIRS AND CONDITIONS AT SURRENDER OF PREMISES.**
 - (a) Tenant agrees to maintain the Premises in a good, clean and safe condition at all Times.
 - (b) Except for repairs and maintenance required on account of fire or other casualty Tenant shall be responsible for all ordinary maintenance of the interior of the Premises, and (ii) except for any damage caused by Tenants or its guests,

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6/3/2017

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6/3/2017

as needed.

- (i) **Pets: None allowed.**
- (j) Notice or demands from Landlord to Tenant shall be deemed to have been properly given if sent either by first class mail or certified mail to Tenant at the address of the Premises, or delivered or left on any part of the Premises. Notices or demands from Tenant to Landlord shall be deemed to be properly given if sent by certified mail to Landlord at the address to which the rent is then being paid, or, if hand delivered to Landlord at such address.
- (k) **Nonsufficient funds check fee \$ 25.00**
- (l) The Tenant shall at all times provide the Landlord with current contact information for cell phones and email addresses.
- (m) No regular burning of any type of candles is allowed. The cost of repairing any damage resulting from soot deposits (cleaning, painting etc). shall be borne by the Tenant.
- (n) No growing or cultivation of any plants is allowed on the Premises, **except that the Tenant shall be allowed to grow decorative plants, a kitchen spice garden, etc**
- (o) No baby wipes shall be put into ANY toilet. Any cost of repair as a result of baby wipes in the plumbing system shall be borne by the Tenant.
- (p) The Landlord has provided a **dehumidifier** for the Tenant's use. The Tenant shall run it as needed, especially in the summer months, to reduce or eliminate the basement moisture.
- (q) **Extended absences:** The Tenant will notify Landlord in advance if the Tenant will be away from the premises for seven (7) or more consecutive days during the winter months of December -March. During such absence, the Landlord may enter the Premises at reasonably necessary times to maintain the safety and security of the property.
- (r) **Pest Infestation:** It shall be cause for the Landlord to terminate the Tenant's lease if the Tenant causes or allows to be caused the infestation with pests and/or insects of the Premises. The Tenant shall be liable for the full amount of the costs incurred by the Landlord in rectifying and ridding the premises of such infestation. Such costs will be billed to the Tenant and if the Tenant does not pay the costs within ten (10) days of receipt of said statement, the Landlord shall have the option of treating said payment as rent and shall be able to terminate the Tenant's lease for non-payment of rent as otherwise provided in this lease.
- (s) The Tenant shall assume responsibility for keeping any heater or dryer or exhaust vents free from snow buildup which could block the vent. In addition, access to fuel tanks or fuel fill locations must be kept free of snow.
- (t) **The Landlord shall retain possession of the attic for the purpose of storing the Landlord's personal property.**
- (u) **The Landlord shall the following personal property for the Tenant to use: The basement family room sectional sofa and two beds and bureaus currently in the front two bedrooms.**

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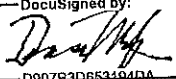
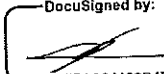
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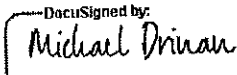
6/3/2017

- (v) In the event the refrigerator has an ice maker, the Landlord reserves the right, though not the obligation, to repair or replace it.
- (w) The Tenant shall take all due precautions as needed to protect the Tenant's personal property stored in the basement, including, but not limited to, storing personal property on pallets and/or in plastic bins.
- (x) The Tenant shall NOT enter onto the roof over the first-floor rear den.
- (y) The Landlord has provided a sump pump in the basement. The Tenant shall notify the Landlord's Agent in the event the sumps pump is inoperative.
- (z) Tenants and their visitors are prohibited from having any firearm or explosive on the property.
- (aa) The Tenant hereby acknowledges that there are, at the time of occupancy, _____ working smoke detectors and _____ working CO detectors. It shall be the Tenant's responsibility to replace the detector batteries as needed. The Tenant acknowledges that it is a crime to remove and/or dismantle and/or in any way disable the smoke and/or CO detectors. In addition, the Tenant shall contact the Landlord or Landlord's Agent immediately in the event any detector is not working or the Tenant experiences any issue with any detector.

With questions concerning your property please contact Drinan Properties, Inc., P.O. Box 2407, So. Portland, ME 04116-2407. Please call 1-207-799-0829, or email office@drinanproperties.com.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

DocuSigned by:  D00783D653194DA...	6/2/2017	DocuSigned by:  C2750C84183B4D0...	6/3/2017
TENANT: Damon Mayrl	Date	TENANT: Luis A. Barcena	Date

DocuSigned by:  DA187918384946B...	6/3/2017
LANDLORD: Michael Drinan, Drinan Properties Inc.	Date
Agent for Landlord Benjamin & Rachael Thrash	

LeaseMayr153017

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OFFICE OF HOUSING SAFETY
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Portland, Maine 04101
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<http://portlandmaine.gov/housingsafety>

THIS IS YOUR RECEIPT OF PAYMENT RECEIVED

Reg No	CBL	Invoice No	Invoice Date	Location	Property Owner	
2017-5251	080 H005001	69143	07/17/2017	54 KENWOOD ST	THRASH BENJAMIN H & RACHA	
Fee Description		Qty	Charge	Date Paid	Amount Paid	Outstanding
Registration Fee		1	\$35.00			
No Smoking Policy		1	(\$2.50)			
Total For this Property:			\$32.50	07/17/2017	\$32.50	\$0.00
Account Totals:			\$32.50		\$32.50	\$0.00

Acct Ref:

080 H005001

Bill To: THRASH BENJAMIN H & RACHAEL H THRASH J
55 ELIZABETH ROAD
PORTLAND, ME 04102