

§ 16.1 Attorney General's Model Residential Lease

SAMPLE MAINE RESIDENTIAL LEASE

1. PARTIES TO THIS LEASE

The parties to the lease are:

LANDLORD

Name Arielle Burtenhuys
 Address 15290 SW 104TH ST #4-38
Miami, FL 33196
 Telephone 207-712-6958

TENANT

Name Ryan Dean
 Address 60 Back Cove Estates
Portland, ME 04103
 Telephone 207-944-3349

Name Rachel Dean
 Address 60 Back Cove Estates
Portland, ME 04103
 Telephone 207-776-5136

2. MANAGING AGENT

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

Name _____
 Address _____
 Telephone _____

3. RESIDENCE LOCATION

This residence is a house ^{TOWN-} ✓, apartment _____, mobile home _____ (check one).

It is located at:

60 Back Cove Estates
Portland, ME. ME (Zip): 04103
 Floor: _____ Apartment number: _____

4. LENGTH OF LEASE

The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1st day of January 2016, ~~at noon~~ and end on 31/12/2016.¹

¹ The lease can specify that it ends on a date certain. If the parties continue their landlord tenant relationship after the lease expires without executing a new lease, it becomes a "month to month" tenancy and either party can terminate with 30 days written notice. See 14 M.R.S. § 6002 for laws specific to month to month tenancies.

5. RENT PAYMENTS

- A. *Rental Amount.* The rent for this residence is \$ 1,395 a month. The tenant shall pay the rent for each month on the 1st day of that month.
- B. *Paying the Rent.* The rent should be paid to: Arielle Buitenhuis. The landlord may assess a penalty of 4 % (up to 4%) of the monthly rent once payment is 15 or more days late.²
- 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):

• \$200 CAT DEPOSIT refundable under same terms as damage deposit. Already with landlord from initial lease.

• ~~Tenants to pay to have entire unit professionally cleaned upon lease termination. Receipt copy must be provided to landlord for damage deposit to be returned.~~

• ~~Tenants may vacate unit at any time so long as at least 30 days notice given. Landlord also has right to terminate lease at any time during 2016 so long as at least 30 days notice are given.~~

6. SECURITY DEPOSIT

- A. *Amount of Security Deposit.*³ The tenant has agrees to pay the landlord \$ 1,000 ^{Already with landlord from initial lease} as a Security Deposit. (enter amount not to exceed two months' rent). The landlord will keep the Security Deposit separate from the landlord's own money.
- B. *Return of the Security Deposit.* 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, 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 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 the items for which the tenant is being charged and return to the tenant 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.

² The penalty for late payment of rent is set forth in the law. See 14 M.R.S. §6026. Rent increases are also subject to legal limits. See 14 M.R.S. §§ 6015-6016.

³ The provisions governing security deposits are legal requirements found in 14 M.R.S. §§ 6022, 6031 through 6038. These provisions do not apply to buildings with 5 or fewer units one of which is owner occupied.

7. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows (examples listed)

UTILITIES / SERVICES ⁴	LANDLORD	TENANT
Electricity ⁵		✓
Heating Oil	N/A	N/A
Natural Gas		✓
Sewerage	CONDO FEES	
Trash Removal	CONDO FEES	
Yard Maintenance	CONDO FEES	
Snow Removal	CONDO FEES	*PATIO DOOR MUST BE CLEARED BY TENANT
Air Conditioning	N/A	N/A
Hot Water		✓
Cold Water	CONDO FEES	
Telephone	N/A	N/A
Cable Television		✓
Internet Services		✓

The landlord will also provide the following services:

Propane grill, microwave, portable A/C unit

8. FURNISHINGS PROVIDED BY THE LANDLORD: ~~(these are examples not legal requirements)~~ *and RRD RMD*
Included are stove, refrigerator, drapes, smoke alarms, ~~cable boxes, etc.~~, Washer & Dryer unit, Dishwasher

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.

⁴ If the Landlord is responsible for heat under the lease, he or she must maintain a reasonably healthful indoor temperature in the unit. 14 M.R.S. § 6021(6). If the tenant is responsible for utilities under the lease, he or she has the right to request information about the unit's energy efficiency. 14 M.R.S. § 6030-C.

⁵ There are laws that govern heat and utilities in common areas and the tenant's right to pay utilities and offset the rent if the Landlord fails to pay as agreed. 14 M.R.S. §§ 6024-6024-A.

- 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, the tenant's family, invitees, service animal 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.⁶
- D. Tenant agrees to promptly notify the landlord if he knows, or suspects, an infestation of bedbugs in the unit and agrees to cooperate with the Landlord and any pest control agent to remediate⁷

10. LANDLORD RESIDENTIAL RESPONSIBILITIES⁸

- 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.*⁹ The landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in¹⁰; and (3) is not dangerous to the life, health or safety of the occupants. The landlord agrees to: (insert list that parties agree to such as)
 - a. maintain structural components, such as roofs, floors, and chimneys in reasonably good repair
 - b. maintain dwelling in a reasonably weather tight condition
 - c. provide adequate keys and locks
 - d. keep common areas such as lobbies and stairwells clean and free of hazards
 - e. keep electrical, plumbing and heating systems in good repair and maintain any appliances which are provided with the rental.
 - f. test for radon¹¹
- C. Landlord agrees to the following accommodations for tenant's disability (insert list)¹²

⁶ Landlord's must accommodate persons with disabilities in accordance with 5 M.R.S. §4582-A.

⁷ Both tenant and landlord are required to comply with the Maine Bedbug Law 14 M.R.S. §6021-A.

⁸ Landlords need to be aware that the law prohibits discriminating against tenants based on race or color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin, familial status or recipients of government assistance. This includes asking questions. 5 M.R.S. §4581-A.

⁹ Instead the landlord and the tenant may agree in writing that the landlord will pay a specified reduction in rent and in exchange the tenant will accept specified conditions that may violate the warranty of fitness for habitation. 14 M.R.S. §6021(5).

¹⁰ Under certain limited circumstances tenants may make repairs and deduct the cost from the rent. See 14 M.R.S. §6026. This law does not apply to buildings with 5 or fewer units on of which is occupied by the landlord.

¹¹ Landlord is legally required to do radon testing in certain circumstances. See 14 M.R.S. § 6030-D for more information.

¹² Landlord must make reasonable accommodations for tenant's disabilities see 5 MRS §4582-A for more information.

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.¹³

12. BUILDING RULES

The tenant agrees to obey the following rules: (these are examples not legal requirements)

1. No smoking¹⁴
2. No pets (note service animals are not pets)¹⁵
3. No parking, storage or accumulation of debris on the lawn/yard
4. No candle burning
5. Keep premises in a sanitary condition
6. Maintain reasonable peace and quiet.

13. 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. *E-MAIL IS OKAY

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. *E-MAIL IS OKAY

14. SUBLEASING

The tenant agrees not to sublease or assign this residence without the prior written consent of the landlord.

15. OCCUPANTS

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

Rachel Dean
Ryan Dean

¹³ Access to the rented premises is governed by 14 M.R.S. §6025.

¹⁴ Written notice of the smoking policy has to be provided to tenants. 14 MRS § 6030-E

¹⁵ Service animals must be allowed. For more information on service animals 5 M.R.S. § 4582-A(3)

16. PETS¹⁶

The tenant 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:

1 CAT

17. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Prior to signing this lease the landlord and the tenant did _____ did not x (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:

amb
x RMD
LANDLORD OR APPOINTED PERSON
TO INSPECT RESIDENCE PRIOR TO
JAN. 1ST 2016.

Upon completion of inspection, addendum to lease to be added if necessary.

RFD
RMD
amb

B. *Landlord work or repairs.* The following work or repairs to be done by the landlord were agreed upon:¹⁷

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).¹⁸

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

¹⁶ Service animals are not pets and cannot be subject to a pet policy including limitations on weight, breed or additional security deposits and insurance.

¹⁷ Whenever repairs or renovations are made to a unit built before 1978 the landlord must give lead paint notices as provided in 14 M.R.S. §6030-B.

¹⁸ Tenants with disabilities must be allowed to make alterations to reasonably accommodate them. The tenant can be required to pay for them and can be required to remove them at the end of the tenancy. 5 M.R.S. § 4582-A(1).

18. 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 inspection items which were noted at the time this lease was signed and not repaired. 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, service animal or guests. The tenant shall remove all personal property¹⁹ and return the keys.

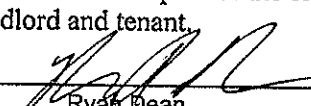

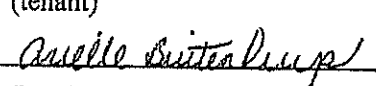
19. BREACH

Any violations of the provisions of this agreement by the Tenant will be deemed breach of the lease and the Landlord may pursue legal remedies including an action to evict the tenant.²⁰

If the Landlord violates any provisions of this lease, the tenant may sue to enforce its terms. By signing this lease the tenant does not waive any rights he has under the law.

20. SIGNATURES

The tenant and landlord have each received identical copies of the lease, (including the smoking policy) each copy signed and dated by both landlord and tenant.

11/29/2015	12/7/2015 ^{edg}	
(date)		(tenant) Ryan Dean
11/29/2015	12/7/2015	
(date)		(tenant) Rachel Dean
11/29/2015		
(date)		(landlord)

¹⁹ If the tenant leaves personal property on the premises, the landlord must follow 14 M.R.S. § 6013 to remove it.

²⁰ If it becomes necessary to resort to legal action the landlord and the tenant should consult lawyers. The Attorney General's Office cannot give legal advice. The eviction process is governed by 14 M.R.S. § 6001-6008 and Maine Rule of Civil Procedure 80 D. It requires certain notice to the tenant, a court filing served on the tenant by the sheriff and a hearing. The tenant should appear at the hearing and may assert defenses such as the landlord breached the warranty of habitability or is evicting the tenant in retaliation for complaining about code violations. The landlord must follow the legal eviction procedure and cannot force the tenant out by changing the locks or removing the furniture etc. See the Attorney General's Guide to Landlord Tenant Law for more information on the laws governing evictions.