

This email is a documentation of the facts associated with the tenancy of Lisa Vallerie and Emily Hood (the tenants residing in second floor 43 Bolton St.). In this email, I am going to address Lisa and Emily as "tenants" and Breton Hines as "owner". Heating oil is paid by tenants as per lease agreement. Heat is a steam system, and the furnace was last serviced prior to owner's purchase of the property in October 2011. Windows are dual pane windows. There is no insulation in the walls, floor or ceiling. These material facts were told to tenants during initial viewing and prior to signing of the lease.

Tenants secured tenancy on December 1, 2012. On this day, there was slightly under ½ tank of oil from a 100 gallon purchase by owner. When tenants moved in there was an issue with their thermostat, and on the first night of their residence in the apartment, the heat was running constantly through the night. Owner did not receive a call or a text about this until the next day. On the next day, tenants informed owner that they had "opened the windows" to deal with the temperature. The following day owner fixed the thermostat and told them owner would "eat" the expense of the oil that had been expended in the first few days of tenancy where heating issues had occurred. On that day, owner looked at the oil tank and there was about 1/3 of a tank of oil left, approximately 65 gallons that is tenants' responsibility to replenish prior to moving out. Owner replaced all radiator vents in the apartment and had discussions about methods to reduce heating costs with tenants.

On December 15th tenants had 100 gallons of oil delivered at a cost of \$334, putting the tank at about ½ full. On January 5th, tenants had 100 gallons of oil delivered at a cost of \$348. As of January 14th, the tenants have ¼ tank remaining (approximately 50 gallons).

From December 1, 2012 through January 14, 2013, tenants have paid for and used a total of 150 gallons of oil at a cost of \$512. Tenants also used 65 gallons of the owner's oil. This oil will cost fair market value at the time of move out.

On January 5th owner and tenants had text message communication and a face to face meeting about the heat in the apartment, and on that day owner agreed to have a heating professional service the boiler, measure the efficiency and inspect the system. Tenants agreed.

An appointment is scheduled and confirmed with Dean Hanscome (heating professional) for January 15th between 11:00 AM and 11:30 AM. Dean has agreed to be available to answer any questions tenants might have about their heating issues and will be providing written documentation of the service call. Tenants were informed of this and encouraged to be present.

After reviewing Maine Tenant Law owner told tenants he would try to remove the two second floor common hallway lights (front and back hallways) from their electrical box. Owner told tenants that if this was too complicated to accomplish, he would agree to negotiating a solution with rent reduction to cover the cost of these lights.

On January 12th owner:

1. installed lock on exterior closet door and provided keys to tenants
2. removed all light bulbs from light sockets in the basement attached to second floor electrical box
3. installed gutter over back steps
4. researched lighting situation on two common hallway lights
5. offered to take \$10 off February rent for light cost – no response from tenants
6. asked tenants to present bike rack and describe the location they wanted owner to install it – no response from tenants
7. offered to try to find a solution for installation of a dishwasher – owner needed and was denied access to the apartment to do so

On January 10th, owner offered to release tenants from the obligation of their lease. Tenants stated that they wanted to fulfill lease terms.

Owner is happy to continue to work with tenants, and is also happy to supply documentation to verify all statements made in this email.