

196 Massachusetts Ave.

NOTICE OF VIOLATION/MAINE WARRANTY OF HABITABILITY

14 M.R.S.A. §6021  
(Apartments and Houses)

10 M.R.S.A. §9099  
(Mobile Home Park Spaces)

TO: JOANNE ROUSSIN  
FROM: Amy LEBEL

According to the provisions of the laws governing The Maine Warranty of Habitability, landlords must maintain their rental units and mobile home park spaces free from any condition which endangers or impairs the health or safety of tenants. The unit/mobile home park space which I rent from you at:

198 Massachusetts Avenue #2, Portland, ME 04102

is subject to these provisions and **IS IN VIOLATION OF THE WARRANTY OF HABITABILITY ACT FOR THE FOLLOWING REASON(S):**

- Inadequate Heat/Faulty Heat System
- Leaking Ceilings
- Inadequate Hot Water
- Unfit Drinking Water
- Poor Air Quality
- Unsafe Electrical Wiring
- Malfunctioning Sewage System
- Other \_\_\_\_\_

COMMENTS: (Describe the details of your complaint):

see attached documents for more details (letter dated 11/21/17 - boiler/furnace has not been fixed and letter dated 1/25/18 - ceiling leak and electrical wiring has not been fixed/chucked; apartment requires electrical space heaters to heat bedroom)

I HEREBY REQUEST THAT YOU CORRECT THE ABOVE DEFECT(S) <sup>since boiler/furnace remains unfixed)</sup> IMMEDIATELY. Please be advised that if you fail to do so, I will take appropriate legal action. If you are found to have violated the Warranty of Habitability Act, a judge can order you to correct the defect, reduce my future rental payment, and return to me rent which I have paid to you while the defect existed.

SIGNED: Amy N LeBel

DATE: 1/26/18

Give this Notice to your landlord personally or by **Certified Mail/Return Receipt Requested**. If you mail it, send a second copy to your landlord by regular mail. Keep a copy for your records and send a copy to your local Code Enforcement Officer.

November 21, 2017

Joanne Roussin  
10 Sheffield Street  
Portland, ME 04102  
(207) 239-6184

Dear Joanne,

We are writing this letter in response to the discussion we had on Monday, November 20, 2017 regarding the property you own at 198 Massachusetts Avenue in Portland Maine. We are residents of the apartment on the second floor. The goal of this discussion was to inform you of the problems we have faced and are facing in our apartment, and reach an agreement on lease payment since our third roommate (Veronica Miller) moved out.

We moved into the apartment shortly after signing our lease agreement with Mainely Property Management (Mainely) mid-May. The lease remains active until the end of May 2018. On September 28, 2017, we attempted to report our discomfort with our upstairs neighbor, who has verbally assaulted us on several occasions. We were informed at this time by Mainely that they were no longer acting as the manager for our property, and to contact you with any questions. It is our desire to live in peace with all who reside near us. Since the incident in late September, no additional altercations have commenced between Kyle and us. In late October, we went six days without hot water in our apartment.

Veronica Miller moved out mid-October to reside in Massachusetts. She plans to sub-lease the apartment for the remainder of the lease period, as outlined in the lease. Colleen moved into the apartment mid-October. She determined that the outstanding issues were not worth her stress, time or money. She plans to move out by the end of November. The following problems remain unresolved:

- **Electricity:** The electrical outlet in the far bedroom has not worked since mid-October. The bathroom light does not work. The electrical outlet above the sink does not work. We believe the outlets that do not work are impacting our ability to avoid tripping the circuit breaker, which has happened four times to date, all occurring mid to late November. We have reset the breaker in the basement, and the outlets continue to not work.
- **Heat:** When we signed the lease, the property manager offered verbal confirmation that the heaters in the bedrooms all worked. However, when we turned on the heater in mid-November, the heaters did not work. We found electrical space heaters in a closet. We believe the space heaters contributed to overloading the circuit breaker and see these as only a temporary solution. The apartment gets very cold, and we are worried about making it through the winter months on only space heaters. We would not have agreed to live here if heat was not provided in our bedrooms.
- **Plumbing:** Approximately every two weeks, our toilet, shower, bathroom sink and kitchen sink back up around the same time. We believe this is indicative of larger plumbing issues associated with the building. On one occasion, we were unable to use our toilet for over 24 hours. We have used several containers of Drain-O and other products to clear the drains, but the problems continue to persist despite our efforts.

We are currently attempting to find a roommate, but feel it is unfair to potential roommates to not inform them of these issues. Due to the apartment's current state of (utility) disrepair, we have been unsuccessful in finding a roommate for the month of December. We believe we will be more successful once these issues have been resolved. When we entered our lease agreement, we did not foresee having to pay for lights/extension cords, electricity for space heaters or multiple containers of Drain-O in addition to rent and utilities. We feel we have done everything in our power to fix and mitigate future problems.

~~Since the aforementioned issues continue to persist, we respectfully request permission to reach out to professionals to transform the function of the apartment back to what we agreed to in the lease. Your signature will provide us permission to call professionals only for the issues highlighted in this document, and allow us to send the bill to your house in your name. If this is not acceptable for the professional, then your signature agrees that we can deduct the bill invoice from next month's rent payment by providing you with a copy of the invoice with the rent payment.~~

Additionally, we request your permission to effectively split the lease into three separate documents, one for each resident in the apartment. We agree to individually pay for our portion of the rent (\$500 each). Your signature will confirm that each resident will pay their portion of the lease payment, that you will deal directly with any individual responsible for late payment, and that the other two residents will not be liable for late payment made by the other resident.

We really hope to get these issues addressed in a timely manner. Thank you for your time.

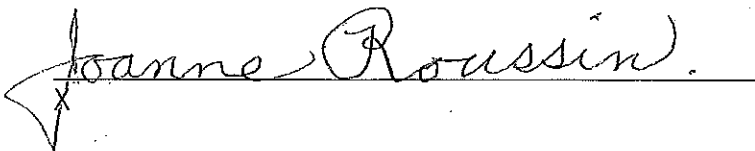
Sincerely,



Amy LeBel and Summer Becker



I, Joanne Roussin, agree to the terms mentioned in this document.



January 25, 2018

Joanne Roussin  
10 Sheffield Street  
Portland, ME 04102  
(207) 239-6184

Dear Joanne,

I am writing to provide notice of termination of lease for my lease of the second-floor apartment located on 198 Massachusetts Avenue in accordance with the lease Section 14 d. and Section 15 b. While I realize that you recently have been trying to cure the violation of repair of appliances, I feel unsafe residing in the building any longer.

An electrician who came to our second-floor apartment in November found melted wires in the basement, a fire hazard that likely existed for over a month (in between the time the outlet in my bedroom first stopped working and when I finally got your permission to get an electrician to check out the apartment). In a follow-up phone conversation on December 16, 2017, he asked if we had been able to reach a furnace contractor to fix the heating in the bedrooms. The electrician mentioned that the old electric circuits cannot handle the burden of an electrical space heater. The bedrooms in the apartment have been too cold to sleep without space heaters running all night long on high; Summer and I have both been running electrical space heaters on nights we are home. The tenants on the third floor use an even larger space heater to warm the farthest bedroom from the front of the building. The use of this many space heaters is a potential fire hazard.

A representative from the City came to investigate our building on Friday December 29, 2017, and recorded a temperature of 42° F in my bedroom (the farthest room from the front of the building and the natural gas heating unit). It is not safe for me to sleep in my bedroom in this temperature. I came down with a flu-like illness on Monday, January 8, 2018, and was forced to move my mattress into the living room by the natural gas heating unit in order to stay warm. I did not sleep well on the floor that night, but at least I was warm. I was upset because I was faced with the moral dilemma of sleeping over at a friend's warm house thereby exposing them to a potentially contagious illness, or remain in my cold apartment, alone, potentially elongating the illness due to lack of sleep. I stayed home from work sick for the majority of the week (all of Tuesday and Wednesday, and most of Thursday and Friday). I stayed over at my friends' place for the rest of the week. One of them came down with an illness with remarkably similar symptoms and timeline to mine less than a week later, despite my best efforts to prevent it. Living in this apartment is consistently stressful, and potentially hazardous to my health and well-being.

On Tuesday January 23, 2018, we discovered water from the roof was leaking through the ceiling and through an interior wall of the building that borders the kitchen and one of the bedrooms. There are live electrical conduits along this wall, and water was discovered in an outlet fixture on the third floor of the building. The third-floor tenants mentioned this fixture is the only outlet that they can plug their electric space heater into without tripping the circuit breaker. They are using an extension cord as permanent wiring from their kitchen to their bedroom. This is a potential fire hazard.

I am constantly anxious that one day I will return from work and the building will be gone, or flooded, or structurally compromised. I hope that nobody and no pets are inside the building when this occurs. I am moving all of my possessions into my friends' and coworkers' homes, and intend to couch-surf until my next lease begins on March 1, 2018. I would rather be without a home for a month than stay somewhere I do not feel safe. I hope that you can respect that. Everything I own will be out of the apartment by February 1, 2018.

Sincerely,



Amy LeBel