

MAINE CONSUMER LAW GUIDE**16 - 3****MAINE RESIDENTIAL LEASE****1. PARTIES TO THIS LEASE**

The parties to the lease are:

LANDLORDName Kelsey ForteAddress 91 Maggie Ln.Telephone (902) 558-0208**TENANT**Name Nicole Sacco

Address _____

Telephone _____

Name John Flanigan

Address _____

Telephone _____

2. MANAGING AGENT

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

Name _____

Address _____

Telephone _____

3. RESIDENCE LOCATIONThis residence is a house _____, apartment ☒, mobile home _____ (check one).

It is located at:

99 Maggie Ln., Portland, ME 04103

ME (Zip): _____

Floor: _____

Apartment number: _____

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 29th day of July 2016, at noon.

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- 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 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 to the other party at least 30-days written notice. This notice must expire on or after the date through which rent has been paid. The first month's rent of this Extended Stay lease is due **on the day after** the Initial Rental Period (paragraph A) ends.
- C. *No Extended Stay.* The landlord can refuse to 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 \$ 1700 a month. The tenant shall pay the rent for each month on the 1st 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: Kelsey Forte. The landlord can assess a penalty of 4 % (up to 4%) of the monthly rent once payment is 15 or more days late.
- 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):

6. SECURITY DEPOSIT

- A. *Amount of Security Deposit.* The tenant has paid the landlord \$ 1700 as a Security Deposit. The Security Deposit is in addition to rental payments and should not 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.
- 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 unpaid rent, storing and disposing of unclaimed property, or utility charges the tenant owes to the landlord. The Security Deposit cannot be used to pay for routine cleaning or painting 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:

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- (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.

7. MOVING IN

If the residence is not ready to move into 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.

8. SERVICES PROVIDED BY THE LANDLORD

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

UTILITIES / SERVICES	LANDLORD	TENANT
Electricity		✓
Heating Oil	✓	
Natural Gas	✓	
Sewerage	✓	
Trash Removal		✓
Yard Maintenance	✓	
Snow Removal	✓	
Air Conditioning		✓
Hot Water	✓	
Cold Water	✓	
Telephone		✓
Cable Television		✓
Internet Services		✓

The landlord will also provide the following services:

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.
- 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 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.

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.
- B. *Residence Must Be Fit To Live In.* The landlord promises that the residence: (1) complies with applicable housing 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 fit to live in and to meet all applicable housing code requirements including keeping the apartment free of bedbugs. The landlord is not responsible for this promise if the residence becomes unfit to live in due to the tenant's misconduct or the misconduct of the tenant's family, invitees, or guests. Prior to the tenant entering into this lease, the landlord agrees to provide the tenant with both the federal lead-based paint hazard notice and brochure, unless the housing is specifically exempt from this requirement.
- 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 to the unsafe conditions or to purchase fuel oil during the heating season. Except in an emergency, before withholding rent the tenant must first provide 14 days prior written notice to the landlord and meet other Maine statutory requirements. The tenant cannot withhold more than \$500 or one half of the monthly rent, whichever is the 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 electric, gas, water or telephone utilities as agreed to in Section 8 of this lease, State law allows the tenant to pay for these 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 cancel the lease on 3 days notice.

MAINE CONSUMER LAW GUIDE**16 - 7****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.

12. BUILDING RULES

The tenant agrees to obey all building rules describing tenant conduct 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.

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 violates any state law or local ordinance. The landlord agrees to prevent other tenants and other persons in the building or common areas 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 the tenant does not live up to the terms of this lease the following will 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 10 days of delivery of the notice.
 - (2) If the tenant does not comply within that 10-day period, the landlord will deliver to the tenant a second written notice that the lease will end within 30 days. On that day, the lease term automatically terminates and the tenant will leave the residence and return the keys to the landlord.
- B. *Eviction for Failure to Pay Rent.* If the tenant is 14 days or more late in paying the rent the landlord may send a notice that states that the lease will end in 7 days, unless the tenant pays all overdue rent or late charges before that 7 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 to 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. This 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 prepaid first class properly addressed letter (return receipt requested) to the tenant at the residence or by delivering a copy of the notice to the residence.

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- 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. Consent will not be withheld except for good reason.

18. OCCUPANTS

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

Nicole Sacco

John Flanigan

19. PETS

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:

20. CONDITION OF RESIDENCE AT THE TIME 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:

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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 (indicate whether tenant or landlord is responsible for the expense):

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

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 inspection items which were noted in Section 20 of this lease 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 or guests. The tenant must return the keys to the residence or else the tenant can be considered a "hold-over" tenant and still obligated to pay monthly rent.

22. OTHER AGREEMENTS

The landlord and the tenant also agree to the following:

washer/dryer will stay in basement, but if damaged/broken
tenant will be responsible

16 -10**MAINE CONSUMER LAW GUIDE****23. CONFLICT WITH STATE LAW**

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

24. REQUIRED LANDLORD DISCLOSURES

The landlord is required by state and federal law to give tenants the following disclosures.

A. For tenants living in pre-1978 housing:

- (1) Maine Warning: Lead-Based Paint hazards;
- (2) Acknowledgement of Federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; and
- (3) EPA Brochure, *Protect Your Family from Lead in Your Home*.

Go to <http://www.maine.gov/dhhs/eohp/documents/Lease.pdf>

B. For tenants living in pre-1978 housing a 30 day Lead Laced Dust and Debris Warning Before Undertaking Renovations (14 M.R.S.A. §6030-B).**C. Residential Energy Efficiency Disclosure Statement (14 M.R.S.A. §6030-C). Go to: <http://www.maine.gov/mpuc/online/forms/EnergyEfficiencyDisclosure.html>.****25. SIGNATURES**

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

7/8/16
(date)

John Flynn
(tenant)

7/8/16
(date)

Nicole Jaceo
(tenant)

7/8/16
(date)

Kelsey Zato
(landlord)

RULES AND REGULATIONS

TENANT agrees to the following:

1. The premises shall be used solely as a private dwelling for TENANT and for no others except with written permission of LANDLORD.
2. TENANT agrees that no guests shall reside or visit for more than five (5) consecutive days unless with written permission of LANDLORD.
3. TENANT shall not keep any pets except with written permission of the LANDLORD.
4. The TENANT shall not violate any building, housing or health regulations, including all terms contained in the Certificate of Occupancy for the rental unit. TENANT shall not tamper with or disconnect smoke detectors.
5. The TENANT shall conduct himself or herself and require other persons on the premises with the TENANT'S consent to conduct themselves in a manner that will not disturb the Landlord and/or other Tenants' peaceful enjoyment of the premises.
6. Tenant will not allow any controlled substances to be within the apartment or on the premises, except for drugs legally prescribed to a Tenant or a Resident.
7. The TENANT shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or deliberately or negligently permit any person to do so. Any damage, including windows, shall be immediately reported to the LANDLORD and payment for such damage shall be paid immediately upon presentation of the bill.
8. The TENANT may not operate a dishwasher, freezer, air conditioning unit, washing machine or clothes dryer without the express written consent of the LANDLORD.
9. TENANT shall not repair any vehicle on the premises. TENANT shall not store any vehicles, registered or unregistered, on the premises without the express written consent of the LANDLORD.
10. TENANT shall not keep any liquid filled furniture inside the apartment.
11. TENANT shall keep the apartment, hallways, shared common areas and the outside premises in a clean and sanitary condition at all times.
12. TENANT shall place all refuse in securely tied plastic garbage bags and cause the garbage to be removed from the apartment at least once a week.
13. LANDLORD shall not be responsible for providing light bulbs for any light fixtures.
14. No alterations, additions or improvements shall be made to the property by TENANT without LANDLORD'S express written consent. Any improvements found to be made to the premises, e.g., shelving, etc., shall become the property of LANDLORD.
15. Upon termination of this Lease, TENANT agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear excepted.
16. Other: Maximum 2 occupants, 2 vehicles; no portable heaters
17. Other: No smoking in the residence or on the property
18. Other: Tenant shall carry his or her own renter's insurance on his or her personal property located on the premises
19. Other: A minimum of 14" clearance must be maintained around all sprinkler heads. No items can be hung from sprinkler heads.
20. Cross out this section if not appropriate:

TENANT shall be entitled to 1 parking space(s) for his or her use on the premises. TENANT shall be entitled to additional space, if available, but shall remove the additional vehicle from the premises from 8:00 a.m. to 6:00 p.m. each day, and shall not permit the extra vehicle to obstruct the traffic to and from the premises and shall promptly remove said vehicle if requested to do so by another TENANT.

TENANT AGREES TO THE ABOVE RULES AND REGULATIONS

LANDLORD

TENANT

Kelany Ferto

John Flynn
Nicole Jeece