

# Maine Rental Laws

Last updated on August 24, 2016 by Lucas Hall  
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<https://www.facebook.com/sharer/sharer.php?u=https://www.landlordology.com/maine-landlord-tenant-laws/> This article summarizes some key Maine

<https://bufferapp.com/async?url=https://www.landlordology.com/maine-landlord-tenant-laws/&via=landlordology&picture=&count=horizontal&source=button> landlord tenant laws applicable to residential rental units.

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The Official State Statutes and other reputable municipal sources were used to research this information. All sources are cited appropriately.

With that said, landlord-tenant laws are always changing, and may even vary from county to county. **You have a responsibility to perform your own research and cautiously apply the laws to your unique situation.**

If you have a legal question or concern, I only recommend contacting a licensed attorney referral service (<https://www.mainebar.org/lawyer-referral/lawyer-referral.aspx>) that is operated by the state bar association (<https://www.mainebar.org/>). This article is **not** intended to be exhaustive or a substitute for qualified legal advice.

## Official Rules and Regulations

- Me. Rev. Stat. Ann. tit. 14 §6001 – §6017  
(<http://www.mainelegislature.org/legis/statutes/14/title14ch709sec0.htm>) – Entry and Detainer
- Me. Rev. Stat. Ann. tit. 14 §6021 – §6030-E  
(<http://www.mainelegislature.org/legis/statutes/14/title14ch710sec0.htm>) – Rental Property
- Me. Rev. Stat. Ann. tit. 14 §6031 – §6039  
(<http://www.mainelegislature.org/legis/statutes/14/title14ch710-Asec0.html>) – Security Deposits on Residential Rental Units
- Me. Rev. Stat. Ann. tit. 14 §6041 – §6041  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6041.html>) – Cable Television and Over-the-Air Reception Device Installation

## **Security Deposit:**

- **Security Deposit Maximum:** No more than two months' rent (§6032  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6032.html>))
- **Security Deposit Interest:** Not required (§6038  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6038.html>))
- **Separate Security Deposit Bank Account:** Security deposits may not be commingled with any other funds, but the landlord may use a single account to hold security deposits from all tenants. At tenant request, a landlord shall disclose the name of the institution and the account number where the security deposit is being held. (§6038  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6038.html>)) Landlords may offer, but not require, a tenant the option to purchase a surety bond in lieu of a security deposit. (§6039  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6039.html>))
- **Pet Deposits:** No statute

- **Non-Refundable Fees:** No statute
- **Deadline for Returning Security Deposit:** For written rental agreements, deposit shall be returned within the time stated in the agreement, but not to exceed 30 days. In the case of a tenancy at will, deposit shall be returned within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs later. (§6033  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6033.html>)
- **Permitted Uses of the Deposit:** Reasons for which a landlord may retain all or part of the deposit include, but are not limited to,
  - covering the costs of storing and disposing of unclaimed property;
  - nonpayment of rent;
  - and nonpayment of utility charges that the tenant was required to pay directly to the landlord. (§6033  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6033.html>)
- **Require Written Description/Itemized List of Damages and Charges:** Yes (§6033  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6033.html>)
- **Record Keeping of Deposit Withholdings:** No statute
- **Receipt of Deposit:** Required for payments in cash (§6022  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6022.html>)
- **Failure to Comply:** If a landlord fails to provide a written statement or to return the security deposit within a maximum of 30 days for written leases, as stated in the lease, or within 21 days for tenancies at will, the landlord forfeits the right to withhold any portion of the security deposit. (§6033  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6033.html>)

- **Wrongful Retention of Deposit:** If the landlord wrongfully and/or intentionally withholds the security deposit and/or fails to provide an itemized statement within a maximum of 30 days as defined within written leases, or within 21 days for tenancies at will, renders the landlord liable for double the amount of the portion of the security deposit wrongfully withheld, plus reasonable attorney fees and court costs. (§6034  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6034.html>
- **Exemptions:** The statutes regarding security deposits do not apply to any tenancy for a dwelling unit which is part of a structure containing no more than 5 dwelling units, one of which is occupied by the landlord. (§6037(2)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6037.html>

## **Lease, Rent & Fees:**

- **Rent Is Due:** As stated in the lease
- **Rent Increase Notice:** Minimum 45 days' written notice (§6015  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6015.html>
- **Rent Grace Period:** 15 days from the date payment is due (§6028  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6028.html>
- **Late Fees:** No more than four percent of the rent amount, and allowed only if landlord notifies tenant in writing at the time they enter into the rental agreement that a penalty not to exceed four percent of the monthly rent may be charged for the late payment of rent. (§6028  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6028.html>
- **Prepaid Rent:** No statute

- **Returned Check Fees:** Amount due, court costs, service costs, collection costs, processing charges can be recovered only if statutory notice given, or payment within 10 days of notice. (§6071  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6071.html>)
- **Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):** Yes, tenant is allowed to deduct from the rent an amount the tenant pays to a utility service in the event that the landlord fails to pay a utility bill that is in the landlord's name. (§6010-A  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6010-A.html>)
- **Tenant Allowed to Repair and Deduct Rent:** Yes, if habitability is effected and the reasonable cost of compliance is less than \$500 or an amount equal to 1/2 the monthly rent. (§6026(2)  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6026.html>)
- **Landlord Allowed to Recover Court and Attorney Fees:** Yes, in some cases (§6034  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6034.html>)  
(§6025(2)  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>)
- **Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Rerent:** Yes (§6010-A  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6010-A.html>)
- **Abandonment/Early Termination Fee:** No statute

## Notices and Entry:

- **Notice to Terminate Tenancy – Fixed End Date in Lease:** Not until after lease expiration, unless tenant has broken a significant lease term and the lease itself states that violation of that term is a breach

of the lease. (Maine Consumer Rights When You Rent an Apartment (Chapter 14.7) (<http://www.maine.gov/tools/whatsnew/attach.php?id=27933&an=1>))

- **Notice to Terminate Tenancy – Written lease without termination or notice language:** For leases that do not include a termination provision in the event of a material breach, landlord must give minimum 30 days' written notice that must include language advising that the tenant has the right to contest the termination in court. Landlord may also terminate with seven days' notice for cause such as nonpayment of rent, damages, nuisance or criminal activity. Tenants may give seven days' notice if the landlord has substantially breached a provision of the lease. (§6001(1-B) (<http://www.mainelegislature.org/legis/statutes/14/title14sec6001.html>) and §6002 (<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.html>))
- **Notice to Terminate Tenancy – Tenancy at Will:** Minimum 30 days' written notice (§6002 (<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.html>))
- **Notice to Terminate Tenancy – Week-to-Week Lease:** Minimum 30 days' written notice (§6002 (<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.html>))
- **Termination of Tenancy with 24 Hours Notice:** No statute
- **Notice of Date/Time of Move-Out Inspection:** No statute
- **Notice of Termination of Week-to-Week Leases for Nonpayment:** No Statute
- **Notice of Termination for Nonpayment:** Seven days' written notice if the tenant is seven days or more late in the payment of rent. (§6002 (<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.html>))

- **Termination for Lease Violation:** Tenancy may be terminated upon seven days' written notice if tenant, the tenant's family or an invitee of the tenant has:
  - changed the lock and refuses to provide the landlord with a duplicate key (§6025  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.ht>
  - caused substantial damage to the premises that the tenant has not repaired, (§6002(1A)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.ht>
  - permitted a nuisance within the premises, (§6002(1B)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.ht>
  - violated or permitted a violation of the law regarding the tenancy, (§6002(1B)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.ht>
  - caused the dwelling to become unfit for human habitation or has violated or permitted a violation of the law regarding the tenancy. Landlord shall indicate in the written notice the specific ground being claimed and must be able to prove any claims made in the notice. (§6002(1B)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6002.ht>
- **Required Notice before Entry:** Reasonable notice required before entry, with 24 hours being presumed to be reasonable in the absence of evidence to the contrary, and landlord shall enter only at reasonable times. (§6025(2)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>
- **Entry Allowed with Notice for Maintenance and Repairs (non-emergency):** Yes (§6025(2)  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>

- **Entry Allowed with Notice for Showings:** Yes (§6025  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>)
- **Emergency Entry Allowed without Notice:** Entry to premises for emergencies are excepted from statutory requirements for reasonable notice. (§6025  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>)
- **Entry Allowed During Tenant's Extended Absence:** No statute (§6025  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6025.html>)
- **Notice to Tenants for Pesticide Use:** No statute
- **Lockouts Allowed:** No (§6014(1)  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6014.html>)
- **Utility Shut-offs Allowed:** No (§6014(1A)  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6014.html>)

## Disclosures and Miscellaneous Notes:

- **Security Deposit Bank Account:** At tenant request, a landlord shall disclose the name of the institution and the account number where the security deposit is held. (§6038  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6038.html>)
- **Domestic Violence Situations:** No statute. The Maine Coalition to End Domestic Violence (<http://www.mcedv.org>) provides support for victims of domestic violence and their children. Statewide Domestic Violence Hotline 1-866-834-HELP. Page 11 of the Maine State Housing Authority Rental Housing Guide (<http://www.mainehousing.org/docs/default-source/rental/rental-housing-guide.pdf?sfvrsn=20>) also lists other resources available by county.



- **Covenant of Habitability:** When a landlord rents a unit to a tenant, there is an implied warranty that the unit is fit for human habitation. If the tenant notifies the landlord of a condition that makes the unit unfit to live in, and which the tenant did not cause, but the landlord does not promptly and effectively remedy, the tenant may file a complaint against the landlord in District or Superior Court. (§6021 <http://www.mainelegislature.org/legis/statutes/14/title14sec6021.html>)
- **Heating:** When the landlord is obligated to provide heat for a dwelling unit, that unit's heater must be capable of maintaining a minimum temperature of 68 degrees Fahrenheit, unless alternative arrangements are agreed to in writing. (§6021 <http://www.mainelegislature.org/legis/statutes/14/title14sec6021.html>)
- **Heat and Utilities in Common Areas:** A landlord may not rent out a unit where one tenant alone must pay for heating or electricity in common areas outside that tenant's rental unit, unless fair consideration, such as reduced rent that approximates the costs, is agreed to in writing. (§6024 <http://www.mainelegislature.org/legis/statutes/14/title14sec6024.html>)
- **Retaliation:** In any eviction, retaliation is presumed if within six months prior the tenant has asserted certain statutory rights, complained to an enforcement agency of conditions that may violate code, complained in writing to the landlord to make repairs as required by code or the rental agreement, or filed in good faith a fair housing complaint for which there is a reasonable basis. Also, a tenant may block an eviction by proving that it was filed in retaliation for the tenant's membership in an organization concerned with landlord-tenant relationships. Read Maine statute [§6001\(3\)](#)

<http://www.mainelegislature.org/legis/statutes/14/title14sec6001.html>  
more information.

- **Smoking Policy:** Landlord shall provide tenants and prospective tenants a disclosure of the landlord's policy regarding smoking of tobacco products on the premises. Landlord may allow or prohibit tobacco smoking on the entire premises, or allow it in limited areas. If the landlord allows smoking in limited areas, the notice must identify the areas on the premises where smoking is allowed. (§6030-E  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6030-E.html>
- **Bedbug Infestation:** Prior to renting, a landlord shall disclose to a prospective tenant if any adjacent units are currently infested with or are being treated for bedbugs. Upon request, a landlord shall disclose the last date that the unit for rent or any adjacent units were inspected for bedbugs and found to be free of infestation. During a tenancy, upon tenant notifying landlord of bedbug infestation, landlord shall within five days conduct an inspection of the unit for bedbugs and, if an infestation is found, contact a qualified pest control agent and take reasonable measures to effectively treat the infestation. (§6021-A  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6021-A.html>
- **Radon Testing (§6030-D**  
<http://www.mainelegislature.org/legis/statutes/14/title14sec6030-D.html>
  - Unless a radon mitigation system has been installed, landlord shall have the air in a building tested for radon every ten years at tenant request.
  - For buildings constructed or that begin operation after March 1, 2014, landlord shall have the air in a building tested for radon within 12 months of move-in.

- Within 30 days of receiving test results, or before a tenant enters into a lease or pays a deposit, landlord shall provide written notice regarding the presence of radon in the building, including the date and results of the most recent test, whether mitigation has been performed, notice that the tenant has the right to conduct a test and the risk associated with radon.
- Upon request by a prospective tenant, a landlord shall provide oral notice regarding the presence of radon in the building.
- The Maine Department of Health and Human Services provides the standard disclosure statement form, as well as information about proper testing and mitigation, at the Maine Radon Homepage (<http://www.maine.gov/dhhs/mecdc/environmental-health/rad/radon/hp-radon.htm>). A qualified positive test result allows either landlord or tenant to terminate the lease with a minimum of 30 days' notice.
- Additional information can be found in the Video below.
- **Lead Disclosure:** Minimum 30 days prior to any repair, renovation or remodeling activity on residential buildings built before 1978, landlord must notify tenants of the activity and the risk of an environmental lead hazard. Emergency repairs are exempt from the notification provision. (\$6030-B <http://www.mainelegislature.org/legis/statutes/14/title14sec6030-B.htm>)
- **Residential Energy Efficiency Disclosure:** Prospective tenants have the right to obtain a 12-month history of energy consumption and the cost of that consumption from the energy supplier. (\$6030-C <http://www.mainelegislature.org/legis/statutes/14/title14sec6030-C.htm>) The Maine Public Utilities Commission has the disclosure form and

more

(<http://www.maine.gov/mpuc/online/forms/EnergyEfficiencyDisclosure>

- **Cable Television and Over-the-Air Reception Device Installation:** A tenant may subscribe to cable television service or use an over-the-air reception device, however, the building owner's written consent is required to affix cable facilities or an over-the-air reception device to the building. The owner may refuse such installation for good cause only. Operator must perform installation at no cost to the building owner, shall indemnify the owner for any damages arising from installation or operation, and may not interfere with the safety, functioning, appearance or use of the dwelling, nor interfere with day-to-day operations of the property. (§6041  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6041.html>

## **Court Related:**

- Maine Small Claims Court  
([http://www.courts.maine.gov/maine\\_courts/small\\_claims/index.shtml](http://www.courts.maine.gov/maine_courts/small_claims/index.shtml)
  - **Limit:** \$6,000 (§7482  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec7482.ht>
  - Maine Guide to Small Claims Court Proceedings in District Court  
([http://www.courts.maine.gov/maine\\_courts/small\\_claims/smallclai](http://www.courts.maine.gov/maine_courts/small_claims/smallclai)
  - **Eviction Cases Allowed in Small Claims:** No, eviction (Forcible Entry and Detainer) hearings take place in Maine District Court.  
(§6003  
(<http://www.mainelegislature.org/legis/statutes/14/title14sec6003.ht>
  - Forcible Entry and Detainer (Eviction) Mediation Brochure  
([http://www.courts.maine.gov/maine\\_courts/adr/FED%20Brochure%20Revised%202010.pdf](http://www.courts.maine.gov/maine_courts/adr/FED%20Brochure%20Revised%202010.pdf)) (PDF)

- **Statute of Limitations**

- **Contracts:** 6 years ([§752](#))

- (<http://www.mainelegislature.org/legis/statutes/14/title14sec752.htm>)

- Maine Judicial Branch (<http://www.courts.maine.gov/>)

- Maine District Court

- ([http://www.courts.maine.gov/maine\\_courts/district/index.shtml](http://www.courts.maine.gov/maine_courts/district/index.shtml))

- Maine Attorney General (<http://www.maine.gov/ag/>)

- Maine Bar Association (<https://www.mainebar.org/>)

- Maine Bar Association – Find a Lawyer

- (<https://www.mainebar.org/lawyer-referral/lawyer-referral.aspx>)

- **Legal Aid:**

- Maine Judicial Branch – Legal Aid Resources in Maine

- ([http://www.courts.maine.gov/citizen\\_help/lawyers\\_legal\\_help.html](http://www.courts.maine.gov/citizen_help/lawyers_legal_help.html))

- Pine Tree Legal Assistance (<http://www.ptla.org/welcome>)

- Maine Volunteer Lawyers Project (<http://www.vlp.org/>)

- Cumberland Legal Aid Clinic (<http://mainelaw.maine.edu/public-service/clac/>)

- Maine Legal Services for the Elderly (<http://www.mainelse.org/>)

- Maine Equal Justice Partners (<http://www.mejp.org/>)

- Help Me Law (<http://www.helpmelaw.org/>)

## **Business Licenses:**

- **Business License Required:** No statewide statute, but local cities and counties may have regulations and requirements. Check with your local governing authority.

- Maine Division of Corporations, UCC & Commissions

- (<http://www.maine.gov/sos/cec/corp/index.html>)

## Helpful Links

- [ GUIDE ] Maine State Housing Authority – Rental Housing Guide  
(<http://www.mainehousing.org/docs/default-source/rental/rental-housing-guide.pdf?sfvrsn=20>) (PDF)
- [ GUIDE ] Maine Attorney General – Model Landlord-Tenant Lease  
(<http://www.maine.gov/tools/whatsnew/attach.php?id=27935&an=1>) (PDF)
- [ GUIDE ] Consumer Rights When You Rent an Apartment  
(<http://www.maine.gov/tools/whatsnew/attach.php?id=27933&an=1>) (PDF) (web  
([http://www.maine.gov/ag/consumer/law\\_guide\\_article.shtml?id=27933](http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27933)))
- Maine Bureau of Insurance (<http://www.maine.gov/pfr/insurance/>)
- Maine Bureau of Insurance – A Consumer’s Guide to Homeowner Insurance  
(<http://www.maine.gov/pfr/insurance/consumer/brochures.htm#home>)
- Maine State Housing Authority (<http://www.mainehousing.org/>)
- Portland Housing Authority (<http://www.porthouse.org/>)
- Pine State Legal Assistance – Rights of Tenants in Maine Guide  
(<http://www.ptla.org/rights-tenants-maine>)
- U.S. Department of Housing and Urban Development – Maine  
(<http://portal.hud.gov/hudportal/HUD?src=/states/maine>)
- Maine Real Estate Commission  
([http://www.maine.gov/pfr/professionallicensing/professions/real\\_esta](http://www.maine.gov/pfr/professionallicensing/professions/real_esta))
- **REALTORS® Associations**
  - Maine Association of REALTORS® (<http://www.mainerealtors.com/>)
  - Androscoggin Valley Board of REALTORS® (<http://www.avbor.com/>)

- Greater Bangor Association of REALTORS®  
(<http://www.greaterbangorrealtors.org/>)
- Kennebec Valley Board of REALTORS® (<http://www.kvbr.org/>)
- Lincoln County Board of REALTORS®  
(<http://www.lincolncountyboard.com/>)
- Merrymeeting Board of REALTORS®  
(<http://www.merrymeetingboardofrealtors.com/>)
- Mountains Council of REALTORS®  
(<http://www.mountainscouncil.com/>)
- Mid-Coast Board of REALTORS® (<http://www.midcoastrealtors.net/>)
- Greater Portland Board of REALTORS®  
(<http://www.thegreaterportlandboardofrealtors.com/>)
- York County Council of REALTORS®  
(<http://www.yorkcountycouncil.com/>)
- **Landlord Associations**
  - Southern Maine Landlord Association  
(<http://www.smlamaine.com/About-Us>)
  - Maine Apartment Owners and Managers Association  
(<http://www.maineapartmentowners.com/>)
  - Central Maine Apartment Owners Association  
(<https://www.cmaoa.com/>)
  - Greater Bangor Apartment Owners and Managers Association  
(<http://www.gbaoma.com/>)

## Radon Gas Video

## Maine Landlord Radon Testing



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**Topics:** Laws & Regulations (<https://www.landlordology.com/laws-regulations/>)



### **About Lucas Hall**

Lucas is the Chief Landlordologist at Cozy ([https://cozy.co/?utm\\_source=Landlordology&utm\\_medium=author%20block%20bottom&utm\\_campaign=llgy](https://cozy.co/?utm_source=Landlordology&utm_medium=author%20block%20bottom&utm_campaign=llgy)). He has been a successful landlord for over 10 years, with dozens of happy tenants and a profitable income property portfolio.

**Read more about Lucas's story**  
**(<http://www.landlordology.com/about/#lucas>).**

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