



Rent Smart

Module F

Rental Agreements— Moving In, Moving On



Leases—Moving In, Moving On

Module Notes:

Reading a lease.

Legal procedures related to leases.

Ending a lease.

Remember:

The **Lease** is a legally bind document that needs to be read carefully and understood by the tenant. It is important to keep a copy of the Rental Agreement as along as you stay in the property.

The **security deposit** paid to a landlord when a tenant moves in is “insurance” for the landlord should the tenant damage the property or miss paying rent.

Eviction is the legal process a landlord may follow when a tenant has violated a term of the rental agreement and not corrected the violation.

Questions to Consider:

- What are some of the advantages of having a written lease?
- What should you look for/check on a lease?
- Who should you contact if you need assistance understanding your lease?
- Why should you avoid an eviction?
- What procedures should be followed when ending a lease?

References and Resources:

The Right of Tenants in Maine.

Pine Tree Legal. www.ptla.org

MaineHousing-Maine State Housing Authority
MAINE Rental Housing Guide
353 Water Street, Augusta ME 04330-4633

www.mainehousing.org

References to websites used in this publication are for your convenience and not an endorsement of one product over other similar products.

1. PARTIES TO THIS LEASE

The parties to the lease are:

LANDLORD

Name Larry Landlord
Address 18 Main St.
Anytown, ME 04101
Telephone 207 555 1212

TENANT

Name Tracy Tenant
Address 24 Elm St Apt 2
Anytown, ME 04102
Telephone 207 555-4141

Name _____
Address _____

Telephone _____

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 , apartment , mobile home (check one).

It is located at:

24 Elm St. Apt 2
Anytown, ME (Zip): 04102

Floor: _____ Apartment number: 2

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 1st day of January 2015, at noon.

- 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 \$ 1000 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: Larry Landlord. 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 \$ 1000 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:

- (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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heating Oil	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Natural Gas <i>n/a</i>	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yard Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cable Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 _____.
- 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. 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 \$250 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.

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.

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:

Tracy Tenant
 Emily Tenant
 Jason Tenant

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:

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:

23. CONFLICT WITH STATE LAW

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

24. SIGNATURES

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

12/30/14 _____ [Signature] _____
(date) (tenant)

(date) (tenant)
12/30/14 _____ [Signature] _____
(date) (landlord)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND THE EPA BROCHURE ON HOW TO PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

A. Presence of lead-based paint and/or lead-based paint hazards (Check (1) or (2) below):

- (1) Known lead-based paint and/or lead-based paint hazards are present in this housing (explain).
- (2) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

12/30/14
(date)

[Signature]
(landlord)

B. Records and reports available to the landlord (Check (1) or (2) below):

- (1) Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (2) Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

12/30/14
(date)

[Signature]
(landlord)

Tenant's Acknowledgement

- C. Tenant has received copies of all information listed above. TT (tenant's initials)
- D. Tenant has received the pamphlet Protect Your Family from Lead in Your Home.
TT (tenant's initials)

Agent's Acknowledgement

- E. Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his or her responsibility to ensure compliance. _____ (agent's initials)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate:

<u>[Signature]</u> Landlord	<u>12/30/14</u> Date	_____	_____
<u>[Signature]</u> Tenant	<u>12/30/14</u> Date	_____	_____
_____	_____	_____	_____
Agent	Date	Agent	Date

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Maine Lease Checklist

A lease is a legal contract whether written or oral, between the landlord and tenant. The terms of the agreement explain what the landlord expects of the tenant and what the tenant expects of the landlord. Below are some things you should know about the terms of your lease before you sign the agreement. Using the sample lease, locate the answer to each question listing the line number where the information may be found on the blank preceding the questions and the answer to the question in the space following it.

- _____ 1. How long does the lease last?
- _____ 2. Who can live in the apartment?
- _____ 3. If you violate any terms of lease, what happens?
- _____ 4. How much is the rent?
- _____ 5. When is the rent due?
- _____ 6. Is there a penalty for late payment?
- _____ 7. Where do you pay your rent?
- _____ 8. To whom do you pay your rent?
- _____ 9. Which utilities must you pay?
- _____ 10. Are there any payments you must make in addition to the rent, such as security deposit, parking, or utilities?
- _____ 11. When can the rent be increased?
- _____ 12. What happens if you need to move out before your lease ends?
- _____ 13. Are pets permitted?
- _____ 14. Are you responsible for any maintenance and repairs?
- _____ 15. To whom do you report problems? (You should have a name, telephone number, and address.)
- _____ 16. Who is responsible for making sure the smoke detectors/carbon monoxide detectors in the apartment work?
- _____ 17. When can the landlord enter the apartment?



Maine Lease Language (Matching Format)

Match the terms in the left hand column with the definitions in the right hand column.

- | | | |
|-------------------------------|----|--|
| _____ Check in/Check out form | A. | form that documents the condition of a rental unit. Is completed by the tenant and/or landlord before moving in |
| _____ Deductions | B. | possession of property, such as a dwelling unit, as a tenant. |
| _____ 30 Day Notice | C. | total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligation, May not exceed two months rent. |
| _____ Tenancy at Will | D. | written notification by the tenant to the landlord that they intend to move out of the property, commonly 30 days before the next rent payment is due. |
| _____ Normal Wear and Tear | E. | the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property. |
| _____ Lease | F. | money a landlord takes out of tenant's security deposit to cover damages or money owed. |
| _____ Security Deposit | G. | agreement between a landlord and tenant, for the rental of a specific dwelling unit or premise in which the landlord and tenant agree on the essential terms of the tenancy. |
| _____ Tenancy | H. | tenancy without a written lease that can be terminated by either party with 30 days notice. |



Maine Moving On Quiz

1. Landlords can wait to return security deposits until it is convenient for them.
 True False
2. When a tenant moves out, landlords are allowed to deduct for normal wear and tear.
 True False
3. If you need to move out early, your security deposit can serve as your last month's rent.
 True False
4. Families with children can not be evicted during the winter.
 True False
5. If you do not have a written lease and you receive a seven day notice that your rent is overdue, you must pay the back rent or move.
 True False
6. If you are behind on your rent, your landlord must give you a chance to catch up on your rent.
 True False
7. If you have a month to month lease, there is no need to give notice before moving out.
 True False
8. If you fail to move after receiving a notice to quit, the landlord can immediately change the locks and remove your property from the apartment.
 True False



Security Deposit Deduction Letter

Sunrise Apartments

January 15, 2017

Jill Nelson
Apartment 201
Sunrise Circle
Somewhere, ME 04400

Dear Ms. Nelson:

Enclosed please find a check for \$295. This is the balance of your security deposit of \$650, after the following expenses were deducted:

1. Cleaned stove top and replace burner drip pans that couldn't be cleaned _____	\$25.00
2. Unpaid water bill for December _____	\$50.00
3. Replaced cracked glass in west window of south bedroom _____	\$125.00
4. Removal of trash left on property including TV monitor, paint cans and garbage _____	\$155.00
TOTAL DEDUCTIONS _____	\$355.00

Enclosed you will find copies of the receipts for the cleaning service, drip pans, water bill, window repair and trash removal. I have also included pictures of the stove, broken window and trash left behind.

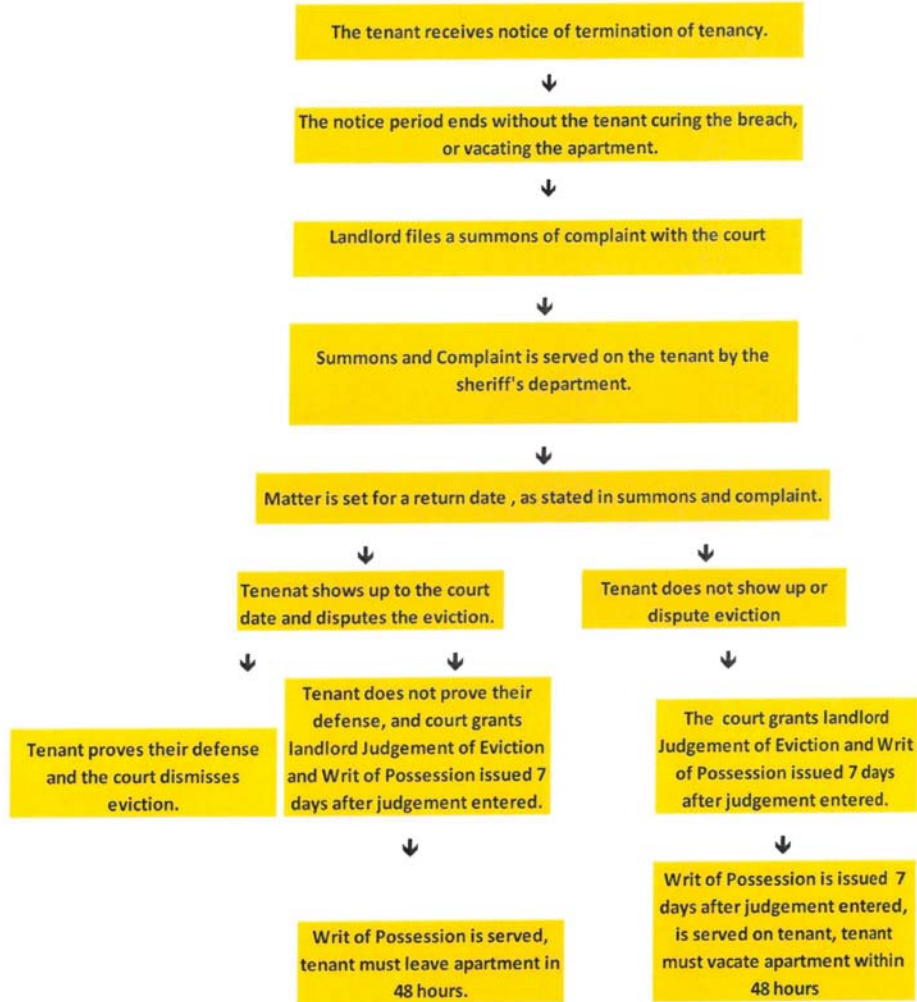
We appreciated your tenancy and wish you well in the future.

Sincerely,

Jane Smith
Sunrise Apartments
1111 Eastview Blvd.
Somewhere, WI 55555



MAINE EVICTION PROCESS CHART





Maine Notices and Eviction Language (Matching Format)

Match the terms in the left hand column with the definitions in the right hand column.

- | | |
|----------------------------------|---|
| _____ Cure | A. an illegal action by which a landlord forces a tenant out of their rental unit with out having gone through the formal eviction process |
| _____ Eviction | |
| _____ Eviction Trial | B. a piece of paper landlord completes when he/she files for an eviction with the court. |
| | |
| _____ Joint and Severe Liability | C. the date and time listed on the summons and complaint. |
| _____ Return Date | D. to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent. |
| _____ Self-help Eviction | |
| _____ Summons and Complaint | E. the court process required to remove a tenant who has materially violated the lease. |
| _____ Writ of Possession | F. a piece of paper stating the landlord has the right to require the tenant to leave the apartment, served by the sheriff's department. The tenant must leave the apartment. |
| | G. if a tenant disputes at return date, the matter is set for trial. |
| | H. a legal concept which means that each tenant in unit may be held solely responsible for the entire amount of rent or other damages, including that owed by other co-tenants. |



Rental Records

Records Keeping Listing for Resealable Gallon Bag

- _____ Rent Smart Certificate
- _____ Copy of Lease
- _____ Check-In/Check-Out Form and photos
- _____ Building Rules/Policies
- _____ Letters/Notices from Property Manager
- _____ Phone Conversations Record Listing
- _____ Copies of Written Requests/Letters
- _____ Record of Utility Payments
- _____ Rent Receipts
- _____ Copy of Credit Report
- _____ Renters Insurance Policy