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No. 861

S.P. 305

In Senate, March 11, 2015

An Act To Protect Victims of Domestic Violence, Sexual Assault or Stalking

Reference to the Committee on Veterans and Legal Affairs suggested and ordered printed.

A handwritten signature in cursive script that reads "Heather J.R. Priest".

HEATHER J.R. PRIEST
Secretary of the Senate

Presented by Senator DIAMOND of Cumberland.
Cosponsored by Representative FREDETTE of Newport and
Senators: BURNS of Washington, MASON of Androscoggin, ROSEN of Hancock,
VALENTINO of York, VOLK of Cumberland, Representatives: Speaker EVES of North
Berwick, FOWLE of Vassalboro, WARREN of Hallowell.

1 **Be it enacted by the People of the State of Maine as follows:**

2 **Sec. 1. 14 MRSA §6000** is enacted to read:

3 **§6000. Definitions**

4 As used in this subchapter, unless the context otherwise indicates, the following
5 terms have the following meanings.

6 **1. Domestic violence.** "Domestic violence" means conduct described in Title 17-A,
7 chapters 9, 11, 12 and 13; Title 17-A, sections 432, 433, 506, 506-A, 506-B, 758, 805,
8 806, 852 and 853; and Title 19-A, section 4002, subsection 1, when the victim of that
9 conduct or threat is a family or household member, as defined in Title 19-A, section
10 4002, subsection 4 or dating partner, as defined in Title 19-A, section 4002, subsection
11 3-A.

12 **2. Sexual assault.** "Sexual assault" means any conduct described under Title 17-A,
13 chapters 11, 12 and 35 and Title 17-A, sections 852 and 853.

14 **3. Stalking.** "Stalking" means any conduct described in Title 17-A, section 210-A.

15 **4. Victim.** "Victim" means an individual who has been subject to domestic violence,
16 sexual assault or stalking.

17 **Sec. 2. 14 MRSA §6001, sub-§3, ¶C,** as amended by PL 1989, c. 484, §1, is
18 further amended to read:

19 C. Complained in writing or made a written request, in good faith, to the landlord or
20 the landlord's agent to make repairs on the premises as required by any applicable
21 building, housing or sanitary code, or by section 6021, or as required by the rental
22 agreement between the parties; or

23 **Sec. 3. 14 MRSA §6001, sub-§3, ¶E,** as amended by PL 2011, c. 405, §1, is
24 further amended to read:

25 E. Prior to being served with an eviction notice, filed, in good faith, a fair housing
26 complaint for which there is a reasonable basis with the Maine Human Rights
27 Commission or filed, in good faith, a fair housing complaint for which there is a
28 reasonable basis with the United States Department of Housing and Urban
29 Development concerning acts affecting that individual's tenancy; or

30 **Sec. 4. 14 MRSA §6001, sub-§3, ¶F** is enacted to read:

31 F. Prior to being served with an eviction notice, provided the landlord or the
32 landlord's agent with notice that the tenant or tenant's minor child is a victim.

33 **Sec. 5. 14 MRSA §6001, sub-§6** is enacted to read:

34 **6. Domestic violence, sexual assault and stalking.** This subsection applies to
35 incidents involving domestic violence, sexual assault or stalking.

1 A. A victim may not be evicted based on an incident or incidents of actual or
2 threatened domestic violence, sexual assault or stalking occurring at the premises or
3 reporting to any agency such incidents that otherwise may be construed as:

4 (1) A nuisance under section 6002;

5 (2) Damage to property under section 6002; or

6 (3) A lease violation arising from a nuisance, a disturbance or damage to
7 premises.

8 B. A victim may not be held liable for damage to the property related to an incident
9 or incidents of actual or threatened domestic violence, sexual assault or stalking
10 beyond the value of the victim's security deposit, as long as the alleged perpetrator is
11 a tenant and the victim provides written notice of the damage and documentation
12 required pursuant to paragraph H within 30 days of the occurrence of the damage.

13 C. A landlord may bifurcate a lease or tenancy without regard to whether a
14 household member who is a victim is a signatory to the lease in order to evict or
15 terminate the tenancy of a perpetrator of domestic violence, sexual assault or stalking.
16 In bifurcating a tenancy, a landlord may not interfere with a victim's property rights
17 as allocated in a valid court order. Nothing in this section may be construed to create
18 a tenancy that previously did not exist.

19 D. A victim may terminate a lease early due to an incident or threat of domestic
20 violence, sexual assault or stalking by providing:

21 (1) Seven days' written notice and documentation required pursuant to paragraph
22 H, in the case of a lease of less than one year; or

23 (2) Thirty days' written notice and documentation required pursuant to paragraph
24 H, in the case of a lease with a term of one year or more.

25 A victim is not liable for any unpaid rent under the victim's lease.

26 E. Nothing in this section prohibits a landlord from evicting a tenant for reasons
27 unrelated to domestic violence, sexual assault or stalking.

28 F. Nothing in this section prohibits a landlord from instituting a forcible entry and
29 detainer action against the tenant of the premises who perpetuated the domestic
30 violence, sexual assault or stalking or obtaining a criminal no trespass order against a
31 nontenant who perpetuates such violence or abuse at the premises.

32 G. Nothing in this section limits the rights of a landlord to hold a perpetrator of the
33 domestic violence, sexual assault or stalking liable for damage to the property.

34 H. When a victim asserts any of the provisions contained within this chapter
35 specifically available to a victim, except for changing locks according to section
36 6025, subsection 1, a victim shall provide to the landlord documentation of the
37 alleged conduct by the perpetrator, including the perpetrator's name. Acceptable
38 documentation includes, but is not limited to:

39 (1) A statement signed by a Maine-based sexual assault counselor as defined in
40 Title 16, section 53-A, subsection 1, paragraph B, an advocate as defined in Title

1 16, section 53-B, subsection 1, paragraph A or a victim witness advocate as
2 defined in Title 16, section 53-C, subsection 1, paragraph C;

3 (2) A statement signed by a health care provider, mental health care provider or
4 law enforcement officer, including the license number of the health care provider,
5 mental health care provider or law enforcement officer if licensed;

6 (3) A copy of a protection from abuse complaint or a temporary order or final
7 order of protection;

8 (4) A copy of a protection from harassment complaint or a temporary order or
9 final order of protection from harassment;

10 (5) A copy of a police report prepared in response to an investigation of an
11 incident of domestic violence; and

12 (6) A copy of a criminal complaint, indictment or conviction for a domestic
13 violence charge.

14 **Sec. 6. 14 MRSA §6002, first ¶**, as amended by PL 2009, c. 171, §1, is further
15 amended to read:

16 Tenancies at will must be terminated by either party by a minimum of 30 days'
17 notice, except as provided in ~~subsection~~ subsections 2 and 4, in writing for that purpose
18 given to the other party, but if the landlord or the landlord's agent has made at least 3
19 good faith efforts to serve the tenant, that service may be accomplished by both mailing
20 the notice by first class mail to the tenant's last known address and by leaving the notice
21 at the tenant's last and usual place of abode. In cases when the tenant has paid rent
22 through the date when a 30-day notice would expire, the notice must expire on or after
23 the date through which the rent has been paid. Either party may waive in writing the 30
24 days' notice at the time the notice is given, and at no other time prior to the giving of the
25 notice. A termination based on a 30-day notice is not affected by the receipt of money,
26 whether previously owed or for current use and occupation, until the date a writ of
27 possession is issued against the tenant during the period of actual occupancy after receipt
28 of the notice. When the tenancy is terminated, the tenant is liable to the process of
29 forcible entry and detainer without further notice and without proof of any relation of
30 landlord and tenant unless the tenant has paid, after service of the notice, rent that accrued
31 after the termination of the tenancy. These provisions apply to tenancies of buildings
32 erected on land of another party. Termination of the tenancy is deemed to occur at the
33 expiration of the time fixed in the notice. A 30-day notice under this paragraph and a 7-
34 day notice under subsection 2 may be combined in one notice to the tenant.

35 **Sec. 7. 14 MRSA §6002, sub-§1, ¶¶B and C**, as enacted by PL 2009, c. 171,
36 §2, are further amended to read:

37 B. The tenant, the tenant's family or an invitee of the tenant caused or permitted a
38 nuisance within the premises, has caused or permitted an invitee to cause the
39 dwelling unit to become unfit for human habitation or has violated or permitted a
40 violation of the law regarding the tenancy; ~~or~~

41 C. The tenant is 7 days or more in arrears in the payment of rent; and

1 **Sec. 8. 14 MRSA §6002, sub-§1, ¶D** is enacted to read:

2 D. The tenant is a perpetrator of domestic violence, sexual assault or stalking and the
3 victim is also a tenant.

4 **Sec. 9. 14 MRSA §6002, sub-§4** is enacted to read:

5 **4. Victims of domestic violence, sexual assault or stalking.** A victim may
6 terminate the victim's tenancy in a tenancy-at-will or a lease with a term of less than one
7 year with 7 days' written notice and documentation required pursuant to section 6001,
8 subsection 6, paragraph H due to an incident or threat of domestic violence, sexual assault
9 or stalking. A victim of domestic violence, sexual assault or stalking may terminate the
10 victim's tenancy in a lease with a term of one year or more with 30 days' written notice
11 and documentation required pursuant to section 6001, subsection 6, paragraph H. When
12 written notice is provided to the landlord, the victim is not liable for any rent due beyond
13 the date the notice expires or the date the victim vacates the unit, whichever is later,
14 unless the victim has prepaid rent for the month, in which case the landlord is not
15 required to refund the rent for that month.

16 **Sec. 10. 14 MRSA §6010** as corrected by RR 2013, c. 2, §26, is amended by
17 adding at the end 2 new paragraphs to read:

18 A perpetrator of domestic violence, sexual assault or stalking that occurs in a
19 residential rental property against a tenant of the property, household member or a
20 tenant's guest is liable to the tenant for the tenant's damages as a result of the domestic
21 violence, sexual assault or stalking regardless of whether or not the perpetrator is also a
22 tenant. Such damages include, but are not limited to, moving costs, back rent, current
23 rent, damage to the unit, court costs and attorney's fees.

24 Nothing in this section relating to damages as a result of domestic violence, sexual
25 assault or stalking creates liability on behalf of a landlord.

26 **Sec. 11. 14 MRSA §6025, sub-§1,** as amended by PL 1999, c. 204, §1, is further
27 amended to read:

28 **1. Tenant obligations.** A tenant may not unreasonably withhold consent to the
29 landlord to enter into the dwelling unit in order to inspect the premises, make necessary
30 or agreed repairs, decorations, alterations or improvements, supply necessary or agreed
31 services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees,
32 tenants, workers or contractors.

33 A tenant may not change the lock to the dwelling unit without giving notice to the
34 landlord and giving the landlord a duplicate key within 48 hours of the change. A victim
35 may change the locks to the unit at the victim's expense. If the victim changes the locks
36 to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of
37 changing the locks. For the purposes of this subsection, "victim" has the same meaning
38 as in section 6000, subsection 4.

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SUMMARY

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This bill amends the laws governing residential leases in instances where a tenant is a

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victim of domestic violence, sexual assault or stalking. The bill prohibits a landlord from

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evicting a tenant because of an instance of domestic violence, sexual assault or stalking.

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It also renders the perpetrator liable for certain damages.