§6030. Unfair agreements

1. Illegal waiver of rights. It is an unfair and deceptive trade practice in violation of Title 5, section 207 for a landlord to require a tenant to enter into a lease or tenancy at will agreement for a dwelling unit, as defined in section 6021, in which the tenant agrees to a provision that has the effect of waiving a tenant right established in chapter 709, this chapter or chapter 710-A. This subsection does not apply when the law specifically allows the tenant to waive a statutory right during negotiations with the landlord.
[PL 2009, c. 566, §16 (AMD).]

2. Unenforceable provisions. The following lease or tenancy at will agreement or rule provisions for a dwelling unit, as defined in section 6021, are specifically declared to be unenforceable and in violation of Title 5, section 207:

A. Any provision that absolves the landlord from liability for the negligence of the landlord or the landlord's agent; [PL 1991, c. 361, §2 (NEW); PL 1991, c. 361, §3 (AFF).]

B. Any provision that requires the tenant to pay the landlord's legal fees in enforcing the lease or tenancy at will agreement; [PL 2009, c. 566, §16 (AMD).]

C. Any provision that requires the tenant to give a lien upon the tenant's property for the amount of any rent or other sums due the landlord; [PL 2023, c. 594, §9 (AMD); PL 2023, c. 594, §13 (AFF).]

D. Any provision that requires the tenant to acknowledge that the provisions of the lease or tenancy at will agreement, including tenant rules, are fair and reasonable; [PL 2023, c. 594, §9 (AMD); PL 2023, c. 594, §13 (AFF).]

E. Any provision that requires the tenant to pay a fee, penalty or other charge for the act of discontinuing tenancy, unless the fee, penalty or other charge is:

(1) To recover reasonable expenses related to securing another tenant in circumstances in which the initial tenant has breached provisions of the lease or tenancy at will agreement related to notice required before discontinuing tenancy;

(2) To collect unpaid rent due the landlord by the tenant; or

(3) To recover reasonable expenses incurred in the repair of damage to a dwelling unit caused by the tenant.

Retention of a security deposit or any portion of a security deposit for reasons permitted under section 6033 does not constitute a fee, penalty or other charge for the act of discontinuing tenancy; and [PL 2023, c. 594, §9 (NEW); PL 2023, c. 594, §13 (AFF).]

F. Any provision that requires the tenant to pay an optional recurring fee in violation of section 6030-I or 6030-J or a mandatory recurring fee in violation of section 6030-J. [PL 2023, c. 594, §9 (NEW); PL 2023, c. 594, §13 (AFF).]
[PL 2023, c. 594, §9 (AMD); PL 2023, c. 594, §13 (AFF).]

3. Exception. Notwithstanding subsection 2, paragraph B, a lease or tenancy at will agreement or rule provision that provides for the award of attorney's fees to the prevailing party after a contested hearing to enforce the lease or tenancy at will agreement in cases of wanton disregard of the terms of the lease or tenancy at will agreement is not in violation of Title 5, section 207 and is enforceable.
[PL 2009, c. 566, §16 (AMD).]

4. Total price disclosure. A lease or tenancy at will agreement is unenforceable if the landlord does not receive a signed copy of the total price disclosure as required by section 6030-J.
[PL 2023, c. 594, §10 (NEW); PL 2023, c. 594, §13 (AFF).]

SECTION HISTORY

PL 1991, c. 361, §2 (NEW). PL 1991, c. 361, §3 (AFF). PL 1991, c. 704 (AMD). PL 2009, c. 566, §16 (AMD). PL 2023, c. 594, §9 (AMD). PL 2023, c. 594, §13 (AFF).

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