# CHAPTER 953

# REGULATION OF MOBILE HOME PARKS; LANDLORD AND TENANT

## §9091. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [PL 1989, c. 104, Pt. B, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Mobile home.** "Mobile home" means a structure, transportable in one or more sections, which:

A. Is 8 body feet or more in width and 32 body feet or more in length; [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Is built on a permanent chassis; [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Mobile home park.** "Mobile home park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out or adapted to accommodate 2 or more mobile homes.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**3. Normal wear and tear.** "Normal wear and tear" means that deterioration which occurs, without negligence, carelessness, accident or abuse of the premises or equipment by the tenant, members of the tenant's household or their invitees or guests. The term does not include sums or labor expended by the landlord in removing articles abandoned by the tenant, such as trash, from the premises.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**4. Security deposit.** "Security deposit" means any advance or deposit of money, the primary function of which is to secure the performance of a rental agreement for a mobile home, including premises used solely for the storage or display of mobile homes.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**5. Tenant.** "Tenant" means a mobile home owner who rents a parcel of land in a mobile home park.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B2,C8,C10 (AMD).

**§9092. Purchase of equipment**

No mobile home park owner or operator may require a resident of the park to purchase from the owner or operator any underskirting, equipment for tying down mobile homes or any other equipment required by law, local ordinance or rule of the mobile home park. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Permitted regulations.** The park operator may determine by rule the style or quality of the equipment which the tenant purchases from a vendor selected by the tenant.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

**§9093. Fees; charges; assessments; rules**

**(CONTAINS TEXT WITH VARYING EFFECTIVE DATES)**

**1. Duty to disclose.** A mobile home park owner or operator shall disclose fully in writing all fees, charges, assessments and rules before a mobile home dweller assumes occupancy in the park.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. (TEXT EFFECTIVE UNTIL 1/01/25) Increases or changes.** The park owner or operator must give at least 30 days' written notice to all tenants before changing any rules or increasing any fees, charges or assessments.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. (TEXT EFFECTIVE 1/01/25) Increases or changes.** The mobile home park owner or operator shall give at least 30 days' written notice to all tenants before changing any rules, except that any notice of an increase in rent or fees must be consistent with the notice requirements for residential estates in Title 14, sections 6015 and 6016.
[PL 2023, c. 594, §1 (RPR); PL 2023, c. 594, §13 (AFF).]

**3. Failure to disclose charges.** If the park owner or operator fails to fully disclose any fees, charges or assessments, those fees, charges or assessments may not be collected. The owner or operator may not use the mobile home dweller's refusal to pay any undisclosed charge as a cause for eviction in any court.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**4. Rental payments.** A mobile home park owner or operator may establish a park rule to require that all rental payments and other fees due to the mobile home park owner or operator be paid in full before the home is removed from the park, sold or occupied by a new tenant or owner. If the owner or occupant is a lienholder who has informed the mobile home park owner or operator of its lien on the home pursuant to section 9097, subsection 2-B, the terms of that subsection apply.
[PL 1999, c. 207, §1 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD). PL 1995, c. 365, §1 (AMD). PL 1999, c. 207, §1 (AMD). PL 2023, c. 594, §1 (AMD). PL 2023, c. 594, §13 (AFF).

**§9093-A. Fees charged to applicants for lease of mobile home or mobile home park lot**

**(CONTAINS TEXT WITH VARYING EFFECTIVE DATES)**

**(WHOLE SECTION TEXT EFFECTIVE 1/01/25)**

**1. Fees prohibited generally.** Except as provided in subsection 2, a mobile home park owner or operator may not require an applicant to pay a fee to submit an application to enter into an agreement for rental of a mobile home or mobile home park lot or require an applicant to pay a fee for the mobile home park owner or operator to review or approve an application to enter into an agreement for rental of a mobile home or mobile home park lot.
[PL 2023, c. 594, §2 (NEW); PL 2023, c. 594, §13 (AFF).]

**2. Exceptions.** A mobile home park owner or operator, in connection with an application to enter into an agreement for rental of a mobile home or mobile home park lot, may require an applicant to pay only one of the following:

A. The actual cost of a background check; [PL 2023, c. 594, §2 (NEW); PL 2023, c. 594, §13 (AFF).]

B. The actual cost of a credit check; or [PL 2023, c. 594, §2 (NEW); PL 2023, c. 594, §13 (AFF).]

C. The actual cost of a screening process other than those specified in paragraphs A and B. [PL 2023, c. 594, §2 (NEW); PL 2023, c. 594, §13 (AFF).]

A mobile home park owner or operator shall provide an applicant with a complete copy of the information obtained pursuant to a background check, credit check or other screening process. A mobile home park owner or operator may not charge an applicant any fee under this subsection unless the mobile home park owner or operator has notified the applicant that the mobile home park owner or operator is required by law to provide the applicant a complete copy of the information obtained pursuant to the background check, credit check or other screening process.

A mobile home park owner or operator may not charge an applicant more than one fee for a background check, credit check or other screening process in any 12-month period.
[PL 2023, c. 594, §2 (NEW); PL 2023, c. 594, §13 (AFF).]

SECTION HISTORY

PL 2023, c. 594, §2 (NEW). PL 2023, c. 594, §13 (AFF).

**§9094. Restrictions on sale or removal of mobile homes**

**1. Park acting as agent; advertising.** No mobile home park owner or operator may:

A. Exact a commission or fee with respect to the price realized by the seller of the mobile home unless the park owner or operator has acted as agent for the mobile home owner in the sale under a written contract; [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Require as a condition of tenancy or continued tenancy that a mobile home owner designate the park owner or operator or any other individual or agent to act as agent for the mobile home owner in the sale of the mobile home; or [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Restrict in any manner the reasonable advertising for sale of any mobile home in that park, except that the mobile home owner shall notify the park owner or operator before placing a "for

sale" sign or other form of advertising within the mobile home park. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Rules.** No mobile home park owner or operator may require a mobile home to be removed from the park except pursuant to a rule contained in the written copy of park rules given to the tenant under section 9097, subsection 4. The rules shall clearly describe the standards under which the park owner or operator may require a tenant to remove a mobile home from the park.

A. These standards shall specify, but are not limited to, fair and reasonable rules governing the conditions of:

(1) Protective exterior coating or siding;

(2) Roof;

(3) Windows and doors;

(4) Plumbing, heating and electrical systems;

(5) Anchoring system;

(6) Skirting around the base;

(7) Steps and handrails;

(8) Porches, decks or other additions to the home and the exterior structure;

(9) Width of home, if less than 11 feet, 6 inches;

(10) Aesthetic appearance;

(11) Smoke detectors wired into the electrical system; and

(12) Other aspects of the structural safety or soundness of the home. [PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The park owner or operator has the burden of proof to show that the mobile home does not meet the standards of the rules adopted under this subsection. [PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B-1. [PL 1989, c. 678, §1 (NEW); MRSA T. 10 §9094, sub-§2, ¶ B-1 (RP).]

B-2. At the time of sale or change in the principal occupant of a mobile home, the mobile home park owner or operator may require the owner of the home, if built before June 15, 1976, to provide evidence that the home meets the Manufactured Housing Board's standard for used manufactured housing. The mobile home owner may demonstrate compliance with the standard by providing the park owner or operator with a report signed by the following persons and indicating that the home complies with the standard's specifications regarding those aspects of the home inspected:

(1) A licensed electrician who inspected the home's electrical system;

(2) A person licensed to repair the home's heating system who inspected the home's heating system; and

(3) A certified professional engineer who inspected the home for safety and structural soundness.

Signature of the report may not be construed for any purpose as an endorsement that the home meets provisions of the standard other than those for which the inspection was conducted. A park owner who receives a signed report indicating that the home complies may not require removal of a home under this section on the basis of fire safety or the safety of the home. [PL 1993, c. 642, §39 (NEW).]

C. No aesthetic standard may be applied against the mobile home if the standard relates to physical characteristics such as size, except as provided in paragraph A,subparagraph (9), original construction materials or color which cannot be changed without undue financial hardship to the mobile home owner. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Neither age of the mobile home nor the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, United States Code, Title 42, Chapter 70, shall by themselves be a sufficient standard for a park owner or operator to require removal of a mobile home. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. No mobile home park owner or operator may be liable for any claim or any damages of any kind arising from the presence in the park of a mobile home manufactured before June 15, 1976. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. The Manufactured Housing Board, in conjunction with the State Fire Marshal, the Department of the Attorney General, representatives of the manufactured housing industry, representatives of mobile home park owners or operators and representatives of mobile home owners and tenants, shall develop recommendations concerning the standards for rules covered by this subsection. The recommendations shall include standards designed to ensure the safety of the mobile home and its occupants, while being objective and measurable to provide for enforcement. The recommendations shall be made to the joint standing committees of the Legislature having jurisdiction over legal affairs and business legislation by January 15, 1990. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F-1. The Manufactured Housing Board shall adopt rules under Title 5, chapter 375, establishing a used manufactured home standard no later than December 1, 1990. The standard must cover all equipment and installations in the construction, the plumbing, heat-producing and electrical systems and fire safety of used manufactured homes that are designed to be used as dwellings. The standard must seek to ensure that used manufactured homes do not present an imminent and unreasonable risk of death or serious personal injury. [PL 1989, c. 678, §2 (NEW).]

F-2. The Manufactured Housing Board shall report to the joint standing committee of the Legislature having jurisdiction over legal affairs on the implementation of paragraph B-1 and any changes to the used manufactured home standard no later than January 1, 1992. [PL 1989, c. 678, §2 (NEW).]

G. [PL 1989, c. 678, §3 (RP).]

[PL 1993, c. 642, §39 (AMD).]

**3. Buyer's right of rescission.** The buyer of a mobile home located in a mobile home park may rescind the contract for the purchase of the mobile home within 30 days of execution of the contract if:

A. At the time of entering into the contract, the seller or the seller's agent represented to the buyer or the buyer's agent that the mobile home may remain in that mobile home park; and [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The buyer is not permitted to keep the mobile home in that mobile home park or the buyer is not accepted as a tenant in that mobile home park. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**4. Interference with sale.** A mobile home park owner may not unreasonably interfere with or discourage a tenant's attempt to sell a mobile home situated on a park lot.

[PL 1997, c. 213, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §B3 (RPR). PL 1989, c. 104, §§C8,C10 (AMD). PL 1989, c. 678, §§1-3 (AMD). PL 1993, c. 642, §39 (AMD). PL 1997, c. 213, §1 (AMD).

**§9094-A. Restrictions on sale when a mobile home park is sold**

**1. Notice required.** The owner of a mobile home park shall give notice of the intent to sell the mobile home park to each owner of a mobile home in the mobile home park and to the Maine State Housing Authority. The owner of the mobile home park may not make a final unconditional acceptance of an offer for the sale of the mobile home park earlier than the 60th day after the date the notice was mailed as required by this subsection. The notice must include:

A. A statement that a group of mobile home owners or a mobile home owners' association of the mobile home park may make an offer to purchase the mobile home park within 60 days of the mailing date of the notice; and [PL 2023, c. 378, §1 (NEW).]

B. Either:

(1) The price, terms and conditions for which the owner of the mobile home park intends to sell the mobile home park; or

(2) The price, terms and conditions of any acceptable offer the owner of the mobile home park has received for the mobile home park, including a signed copy of the written offer that contains a description of the property. The owner may redact the name, address, contact information or other identifying information of the party making the offer. [PL 2023, c. 378, §1 (NEW).]

The notice must be mailed by certified mail, return receipt requested, to each mobile home owner at the mobile home owner's home address and to the Maine State Housing Authority.
[PL 2023, c. 378, §1 (RPR).]

**2. Option contract.**

[PL 2023, c. 378, §2 (RP).]

**3. Exception; no change of use for 2 years.**
[PL 2023, c. 378, §3 (RP).]

**3-A. Group of mobile home owners or a mobile home owners' association purchase.** The owner of a mobile home park shall consider any offer received before the 60th day after the date the notice was mailed as required by subsection 1 from a group of mobile home owners or a mobile home owners' association, as long as the mobile home owners of at least 51% of the mobile homes in the mobile home park that are occupied by the mobile home owner or a family member of the mobile home owner sign a petition or otherwise indicate in writing that they support making the offer. The owner of the mobile home park shall negotiate in good faith with the group of mobile home owners or the mobile home owners' association concerning a purchase pursuant to an offer made under this subsection. For the purposes of this subsection, negotiating in good faith does not require the owner of a mobile home park to accept an offer to purchase made by a group of mobile home owners or the mobile home owners' association. An offer made by the group of mobile home owners or the mobile home owners' association must include a purchase and sale agreement. If the owner of the mobile home park accepts the offer of the group of mobile home owners or the mobile home owners' association, the group of mobile home owners or the mobile home owners' association must obtain appropriate financing before the 90th day after the execution date of the purchase and sale agreement.
[PL 2023, c. 378, §4 (NEW).]

**3-B. Applicability.** This section does not apply to:

A. A sale after foreclosure by a bank, mortgage company or other mortgagee at a foreclosure sale or a sale after purchase at a foreclosure sale; [PL 2023, c. 378, §5 (NEW).]

B. A sale or transfer to a family member of the owner of the mobile home park or to a trust, the beneficiaries of which are family members of the owner of the mobile home park. For purposes of this paragraph, "family member" means a person identified in Title 18-C, section 2-102 as eligible for intestate share; [PL 2023, c. 378, §5 (NEW).]

C. A sale or transfer by a partnership to one or more of its partners; [PL 2023, c. 378, §5 (NEW).]

D. A conveyance of an interest in the mobile home park incidental to the financing of the mobile home park; [PL 2023, c. 378, §5 (NEW).]

E. A sale or transfer between owners of the mobile home park who are joint tenants or tenants in common; [PL 2023, c. 378, §5 (NEW).]

F. A sale pursuant to the exercise of the power of eminent domain; or [PL 2023, c. 378, §5 (NEW).]

G. A transfer that is by gift, devise, judicial decree or operation of law. [PL 2023, c. 378, §5 (NEW).]

The requirements of this section apply separately to each substantially different offer to sell or purchase a mobile home park.
[PL 2023, c. 378, §5 (NEW).]

**3-C. Affidavit of compliance.** A mobile home park owner may record in the registry of deeds of the county or district in which the mobile home park is located an affidavit in which the park owner certifies that:

A. The mobile home park owner has complied with the requirements of this section; or [PL 2023, c. 378, §6 (NEW).]

B. The sale of the mobile home park is exempted from the requirements of this section pursuant to subsection 3-B. [PL 2023, c. 378, §6 (NEW).]

The mobile home park owner may send a copy of the affidavit to the Maine State Housing Authority.

A party acquiring an interest in a mobile home park, a title insurance company and an attorney preparing, furnishing or examining evidence of title of the mobile home park may rely on the truth and accuracy of the statements appearing in an affidavit filed under this subsection and are under no obligation to inquire further as to any matter or fact relating to the mobile home park owner's compliance with the provisions of this section. This subsection must be liberally construed in order that all persons may rely on the record title to a mobile home park.
[PL 2023, c. 378, §6 (NEW).]

**4. Enforcement.** A mobile home owner, group of mobile home owners or a mobile home owners' association aggrieved by a violation of this section may bring an action in Superior Court against the violator for injunctive relief, damages and attorney's fees. A violation of any of the provisions of this chapter is considered prima facie evidence of an unfair or deceptive trade practice under Title 5, chapter 10.
[PL 2023, c. 378, §7 (AMD).]

**5. Supplemental notice and use restrictions.** Nothing in this section prohibits the owner of a mobile home park from providing notice or establishing use restrictions in addition to those required under this section.
[PL 1989, c. 768 (NEW).]

SECTION HISTORY

PL 1989, c. 768 (NEW). PL 2023, c. 378, §§1-7 (AMD).

**§9095. Restrictions on the purchase of fuel oil or bottled gas**

Except as provided in subsection 1, no mobile home park owner or operator may require, as a condition of tenancy or continued tenancy, that a mobile home owner or dweller purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Centralized distribution system.** This section does not apply to a mobile home park owner or operator who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents in the park. No mobile home park owner or operator who provides such a centralized distribution system may charge residents more than the average retail price charged by other retail distributors for fuel oil or bottled gas in the county in which the mobile home park is located.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

**§9096. Space for purchaser of mobile home from owner of park**

A tenancy or other estate at will or lease in a mobile home park may not be terminated solely for the purpose of making the tenant's space in the park available for a person who purchased a mobile home from the owner of the mobile home park or the owner's agents. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

**§9097. Terms of rental agreement**

**1. Eviction of tenant.** A tenancy may be terminated by a park owner or operator only for one or more of the following reasons:

A. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the tenant pays or tenders all arrearages due plus 5% of the outstanding rent or a maximum of $5 as liquidated damages; [PL 1997, c. 27, §1 (AMD).]

B. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with local ordinances or state or federal law, rules or regulations relating to mobile homes or mobile home parks, as long as the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions; [PL 1997, c. 27, §1 (AMD).]

C. Damage by the tenant or the tenant's cohabitees, guests or invitees to the demised property, except for reasonable wear and tear; [PL 1997, c. 27, §1 (AMD).]

D. Repeated conduct of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises that disturbs the peace and quiet or safety of other tenants in the mobile home park; [PL 1997, c. 27, §1 (AMD).]

E. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or as subsequently amended, as long as the tenant first is given written notice of failure to comply and a reasonable opportunity to comply with those rules; [PL 1997, c. 27, §1 (AMD).]

F. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of the tenancy the tenant is given notice of the scheduled change of use; [PL 1997, c. 27, §1 (AMD).]

G. Renovation or reconstruction of any portions of the park, if:

(1) In the case of a temporary eviction, the park owner or operator:

(a) Gives affected tenants 30 days' notice in writing, unless the temporary eviction is necessary to correct conditions posing an immediate threat to one or more tenants' health or safety; and

(b) Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or

(2) In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:

(a) Gives each tenant one year's notice in writing; or

(b) To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice and pays removal and relocation costs; [PL 1989, c. 662 (RPR).]

H. Under terms and expressed conditions in the original lease or rental agreement that is entered into by the tenant and landlord; or [PL 1997, c. 27, §1 (AMD).]

I. Violation by a tenant or the tenant's cohabitees, guests or invitees of paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabitees, guests or invitees must have engaged in at least 3 separate instances of misconduct. [PL 1997, c. 27, §1 (AMD).]
[PL 1997, c. 27, §1 (AMD).]

**1-A. Retaliation.** The court may not order the termination of any tenancy if the tenant proves that the eviction action is primarily in retaliation for:

A. The tenant's participation in establishing, or membership in, an organization concerned with landlord-tenant relationships; or [PL 1989, c. 650 (NEW).]

B. The tenant's assertion of any right under this chapter. [PL 1989, c. 650 (NEW).]
[PL 1989, c. 650 (NEW).]

**1-B. Abandoned mobile home or manufactured housing.** Manufactured housing that is abandoned or unclaimed by a tenant following the tenant's eviction in accordance with this section and section 9097-B must be disposed of by a mobile home park owner or operator as follows. For purposes of this subsection, "manufactured housing" includes all housing described in section 9002, subsection 7 located in a land lease community or mobile home park.

A. After a mobile home park owner or operator obtains a judgment for forcible entry and detainer, the mobile home park owner or operator shall send written notice by first-class mail, with proof of mailing, to the last known address of the tenant with a copy to the lienholder, if known. The notice must set forth the mobile home park owner's or operator's intent to dispose of the manufactured housing. The notice must advise the tenant and lienholder, if known, that if the tenant or lienholder does not respond to the notice within 14 calendar days the mobile home park owner or operator may dispose of the property as set forth in this subsection. If the tenant or lienholder does respond to the notice, the tenant or lienholder shall take possession of the property within 21 calendar days.

Subsection 2-B applies with respect to the rights and responsibilities of the lienholder. [PL 2011, c. 127, §1 (NEW).]

B. If a tenant or lienholder claims ownership of the manufactured housing within 14 calendar days after the notice under paragraph A is sent, the tenant or lienholder shall take possession of the property within 21 calendar days of claiming ownership. If the tenant or lienholder timely claims the property but is not able to move the property within 21 days due to weather or posted road conditions, the mobile home park owner or operator shall allow the tenant or lienholder to remove the property after the 21-day period but the mobile home park owner or operator may charge for any additional costs incurred as a result of the delay. [PL 2011, c. 127, §1 (NEW).]

C. If a tenant or lienholder does not claim ownership of the property within 14 calendar days after the notice under paragraph A is sent or fails to take possession of the property after claiming ownership pursuant to paragraph B, the mobile home park owner or operator may take one or more of the following actions:

(1) Condition the release of the property to the tenant or lienholder upon payment of all rental arrearages, damages, costs of legal fees and costs of storage;

(2) Sell any property for a reasonable fair market price and apply all proceeds to rental arrearages, damages, costs of storage, marketing expenses, legal fees and outstanding taxes. Any balance must be sent to the tenant's or lienholder's last known mailing address and, if returned to the sender, the balance must be forwarded to the Treasurer of State; and

(3) Dispose of any property that has no reasonable fair market value. [PL 2011, c. 127, §1 (NEW).]

[PL 2011, c. 127, §1 (NEW).]

**2. Notice.** A tenancy in a mobile home park may be terminated only by:

A. The tenant giving at least 45 days' notice of termination to the park owner; or [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The park owner entitled under subsection 1 to the mobile home space giving at least 45 days' notice of termination in writing to the tenant. If the landlord or the landlord's agent has made at least 3 witnessed good faith efforts made on 3 separate days to serve the tenant, service may be accomplished by both mailing the notice by first class mail to the tenant's last known address and by leaving the notice at the tenant's space in the park.

(1) In cases where the reason for eviction is nonpayment of rent, the tenancy may be terminated by 30 days' notice given in the same manner provided that the notice for eviction contains notice of the amount owed and a statement indicating that the tenant can negate the effect of the notice of termination as it applies to rent arrearage if the tenant pays the full amount of rent due before the expiration of the notice.

(2) In cases in which the reason for eviction is one listed in subsection 1, paragraph B, C, D, E, H or I, the 45 days' notice of termination must refer to relevant provisions of the lease or mobile home park rules and must state the reasons for the termination. [PL 1993, c. 211, §1 (AMD).]

[PL 1993, c. 211, §1 (AMD).]

**2-A. Notice to lienholders.**

[PL 1999, c. 207, §2 (RP).]

**2-B. Responsibilities of park operator and lienholder.** The responsibilities of the mobile home park operator and the holder of a lien on the tenant's mobile home are as follows.

A. In the event the park operator moves to evict a tenant and there is a lien on the tenant's home, if the holder of the lien has provided the park operator with a notice of the lien and the notice includes the lienholder's mailing address, then prior to evicting the tenant who resides in that mobile home, the park operator shall give notice of the eviction in writing by certified mail to the lienholder at the time the park operator serves the tenant with a notice to quit. Following receipt of this notice from the park operator, the lienholder shall:

(1) Declare, in writing and by certified mail, to the park operator that the lienholder intends to take possession of the mobile home and assume tenancy in the park. The lienholder shall pay to the park operator:

(a) Any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time of issuance of the notice to quit;

(b) Rent and other charges that become due subsequent to issuance of the notice to quit. Rent and charges imposed pursuant to this division may not exceed 3 months of those rents and charges; and

(c) Rent and other charges that become due subsequent to the issuance of a forcible entry and detainer or, if no forcible entry and detainer is issued, following abandonment by the tenant or possession of the home by the lienholder; or

(2) Declare, in writing and by certified mail, to the park operator that the lienholder intends to take possession of the mobile home but not assume tenancy in the park. The lienholder also shall:

(a) Pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time of issuance of the notice to quit; and

(b) Remove the mobile home from the mobile home park.

The arrearage for which the lienholder is responsible may not exceed 3 months rent and recurring fees. [PL 1999, c. 207, §3 (NEW).]

B. In the event that the holder of a lien on a mobile home in a mobile home park intends to repossess that home, the holder of the lien shall provide the park operator with a notice that it holds a lien, which notice must include the lienholder's mailing address and shall:

(1) Give notice in writing and by certified mail to the park operator of the lienholder's intent to repossess and that the lienholder intends to leave the mobile home in the park and assume tenancy in the park. The lienholder also shall pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time it takes possession of the mobile home and all rent and other charges that become due subsequent to the time it takes possession of the mobile home; or

(2) Give notice in writing and by certified mail to the park operator of the lienholder's intent to repossess and that it does not intend to leave the mobile home nor assume tenancy in the park. The lienholder also shall pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time it takes possession of the mobile home and all rent and other charges that become due subsequent to the time it takes possession of the mobile home until the lienholder physically removes the mobile home from the park.

The arrearage for which the lienholder is responsible may not exceed 3 months rent and other recurring fees. [PL 1999, c. 207, §3 (NEW).]

Notwithstanding this subsection, the lienholder and the park operator may agree to an alternative arrangement if they so choose.
[PL 1999, c. 207, §3 (NEW).]

**3. Fees.** The owner of a mobile home park or the owner's agents may not charge any fees to tenants other than charges for rent, utilities, reasonable incidental service charges, entrance fees or security deposits, unless otherwise provided for in the original lease or agreement. The owner of a mobile home park or the owner's agents may not charge any entrance fee, regardless of what that fee is called, to a tenant who is moving into a mobile home currently in the mobile home park that is greater than 2 times the amount of the monthly rent.
[PL 2005, c. 156, §1 (AMD).]

**4. Rules.** A mobile home park owner may adopt reasonable rules governing the conduct of tenants, if the rules are reasonably related to preserving the order and peace of other tenants and the mobile home park. A park rule may not be unreasonable, unfair or unconscionable. Any rule or change in rent that does not apply uniformly to all park tenants creates a rebuttable presumption that the rule or change in rent is unfair unless the rule or change in rent is made by majority vote of all the members in a resident-owned cooperative. Any park rule that does not comply with this section is void. For purposes of this subsection, "resident-owned cooperative" means a corporation or other legal entity that owns the mobile home park, the ownership interest in which is held only by residents of the mobile home park.
[PL 1991, c. 738 (AMD).]

**5. Tenant to be given copy of rules and applicable laws.** Before any rental agreement is entered into, the owner must provide each tenant who resides in the park and all prospective tenants with:

A. A written copy of the rules of the mobile home park; and [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A written copy of this chapter. [PL 1989, c. 104, Pt. B, §5 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §5 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**6. Enforcement.** In addition to any other remedy under this chapter, any mobile home park resident may sue to enforce any provision of this section and the court may award damages or grant injunctive or other appropriate relief.
[PL 1989, c. 104, Pt. B, §6 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**7. Waiver prohibited.** No lease or rental agreement, oral or written, may contain any provision by which the tenant waives any rights under this chapter. Any such waiver is contrary to public policy and unenforceable.
[PL 1989, c. 104, Pt. B, §7 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**8. Written or oral rental agreement.** Nothing in this section may be construed to permit a park owner or operator to vary the terms of a written or oral rental agreement without the express written consent of the tenant.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**9. Rental agreements involving children.**
[PL 1989, c. 104, Pt. B, §8 (RP); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**10. Discrimination against tenants with children prohibited.** Discrimination against any tenant with children is prohibited in accordance with Title 5, chapter 337.
[PL 2005, c. 683, Pt. B, §7 (AMD).]

**11. Breach of warranty of habitability as an affirmative defense.** In an action brought by a mobile home park owner to terminate a rental agreement on the ground that the tenant is in arrears in the payment of rent, the tenant may raise, as a defense, any alleged violation of the implied warranty and covenant of habitability provided that:

A. The tenant gave the mobile home park owner, or the owner's agent has received, actual notice of the alleged violation while the tenant was current in rental payments; [PL 1989, c. 687 (NEW).]

B. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [PL 1989, c. 687 (NEW).]

C. The condition was not caused by the tenant or another person acting under the tenant's control. [PL 1989, c. 687 (NEW).]

Upon finding that the leased premises is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement and the court shall assess against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent owed is to be paid on a pro rata basis, unless the parties agree otherwise, and payments are due at the same intervals as rent for the current rental period. The mobile home park owner may not charge the tenant for the full rental value of the property until the property is fit for human habitation.
[PL 1989, c. 687 (NEW).]

**12. Application; mobile homes owned by park.** If a park owner or operator owns a mobile home in the mobile home park and rents that mobile home, termination of the tenancy is governed by the terms of the lease. If there is no lease agreement, the tenancy is a tenancy at will and termination is governed by Title 14, section 6002.
[PL 1999, c. 287, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B4-9,C8,10 (AMD). PL 1989, c. 650 (AMD). PL 1989, c. 652 (AMD). PL 1989, c. 662 (AMD). PL 1989, c. 687 (AMD). PL 1991, c. 738 (AMD). PL 1993, c. 180, §1 (AMD). PL 1993, c. 211, §1 (AMD). PL 1995, c. 365, §2 (AMD). PL 1997, c. 27, §1 (AMD). PL 1999, c. 207, §§2,3 (AMD). PL 1999, c. 287, §1 (AMD). PL 2005, c. 156, §1 (AMD). PL 2005, c. 683, §B7 (AMD). PL 2011, c. 127, §1 (AMD).

**§9097-A. Unfair rental contracts**

**1. Illegal waiver of rights.** It is an unfair and deceptive trade practice in violation of Title 5, section 207 for a park owner or operator to use a rental agreement or rule that has the effect of waiving a tenant right established in chapter 953 and, if applicable to mobile home park tenants, Title 14, chapters 709, 710 and 710-A. This subsection does not apply when the law specifically allows the tenant to waive a statutory right during negotiations with the park owner or operator.
[PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

**2. Unenforceable provisions.** The following rental agreement or rule provisions are specifically declared to be unenforceable and in violation of Title 5, section 207:

A. Any provision that absolves the park owner or operator from liability for the negligence of the park owner or operator or the agent of the park owner or operator; [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

B. Any provision that requires the tenant to pay the legal fees of the park owner or operator in enforcing the rental agreement; [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

C. Any provision that requires the tenant to give a lien upon the tenant's property, including a tenant's mobile home, for the amount of any rent or other sums due the park owner or operator; and [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

D. Any provision that requires the tenant to acknowledge that the provisions of the rental agreement, including tenant rules, are fair and reasonable. [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

[PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

SECTION HISTORY

PL 1991, c. 361, §1 (NEW). PL 1991, c. 361, §3 (AFF).

**§9097-B. Entry and detainer**

Process of forcible entry and detainer pursuant to Title 14, chapter 709 must be used in mobile home evictions. This process includes mediation under Title 14, chapter 709, subchapter 1. [PL 2007, c. 246, §1 (AMD); PL 2007, c. 246, §6 (AFF).]

SECTION HISTORY

PL 1995, c. 60, §1 (NEW). PL 2007, c. 246, §1 (AMD). PL 2007, c. 246, §6 (AFF).

**§9097-C. Penalties for late payment of rent**

The owner of a mobile home park or the owner's agents may assess a penalty against a tenant for late payment of rent under this section. [PL 2005, c. 156, §2 (NEW).]

**1. Late payment.** A payment of rent is late if it is not made within 15 days from the time the payment is due.
[PL 2005, c. 156, §2 (NEW).]

**2. Maximum penalty.** The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent that exceeds 4% of the amount due for one month.
[PL 2005, c. 156, §2 (NEW).]

**3. Notice in writing.** The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent unless the owner of a mobile home park or the owner's agents gives the tenant written notice at the time the owner of a mobile home park or the owner's agents and tenant enter into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.
[PL 2005, c. 156, §2 (NEW).]

SECTION HISTORY

PL 2005, c. 156, §2 (NEW).

**§9098. Security deposits**

**1. Maximum security deposit.** No lessor of a mobile home park lot may require a security deposit greater than 3 months' rent.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Return of security deposit.** The following provisions apply to the retention and return of a security deposit.

A. A security deposit or any portion of a security deposit may not be retained to pay for normal wear and tear. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A mobile home park operator shall return to a tenant the full security deposit deposited with the landlord by the tenant, with interest in accordance with subparagraph (4) or, if there is actual cause for retaining the security deposit or any portion of it, the mobile home park operator shall provide the tenant with a written statement, itemizing the reasons for the retention of the security deposit or any portion of it, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs first.

(1) The written statement itemizing the reasons for the retention of any portion of the security deposit must be accompanied by a full payment of the difference between the security deposit and the amount retained.

(2) The mobile home park operator is deemed to have complied with this section if the operator mails the statement and any payment required to the tenant's last known address.

(3) Nothing in this section precludes the mobile home park operator from retaining the security deposit for nonpayment of rent or nonpayment of utility charges which the tenant was required to pay directly to the mobile home park operator.

(4) The amount of interest that must be returned to a tenant must be either the amount that the mobile home park operator has earned on the security deposit if deposited in an individual segregated bank savings account or a reasonable amount of annual interest. For purposes of this subsection, "a reasonable amount of annual interest" means interest calculated at the Federal Reserve Bank, secondary market, annual interest rate on a 6-month certificate of deposit for each year in which the deposit has been held calculated as of the first business day of each year. [PL 2009, c. 128, §1 (AMD).]

C. If a mobile home park operator fails to provide a written statement or to return the security deposit within the time specified in paragraph B, the park owner or operator forfeits the right to withhold any portion of the security deposit. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 2009, c. 128, §1 (AMD).]

**3. Wrongful retention; damages; burden of proof.** The following provisions apply to the wrongful retention of a security deposit by a mobile home park operator.

A. If the mobile home park operator fails to return the security deposit and provide the itemized statement within 21 days as specified in subsection 2, paragraph B, the tenant must notify the mobile home park operator of the intention to bring a legal action at least 7 days before commencing the action. If the mobile home park operator fails to return the entire security deposit within the 7-day period, it is presumed that the landlord is willfully and wrongfully retaining the security deposit. [PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD); PL 1989, c. 502, Pt. A, §32 (AMD).]

B. A mobile home park operator who willfully retains a security deposit in violation of this chapter is liable for double the amount of that portion of the security deposit wrongfully withheld from the tenant, together with reasonable attorney's fees and court costs. [PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. B, §10 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. In any court action brought by a tenant under this section, the mobile home park operator has the burden of proving that the operator's withholding of the security deposit, or any portion of it, was not wrongful. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. B, §10 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD); PL 1989, c. 502, Pt. A, §32 (AMD).]

**4. Return of security deposit to renter.** Notwithstanding the definition of "tenant" in section 9091, subsection 5, this section applies to a person who rents a mobile home and rents the mobile home park lot on which the mobile home is located and from whom a mobile home park operator collects a security deposit.

[PL 1991, c. 661, §1 (NEW).]

**5. Security deposits.** During the term of a tenancy, a security deposit given to a mobile home park operator as part of a residential rental agreement may not be treated as an asset to be commingled

with the assets of the landlord. All security deposits must be held in an account of a bank or other financial institution under terms that place the security deposit beyond the claim of creditors of the mobile home park operator, including a foreclosing mortgagee or trustee in bankruptcy, and that provide for transfer of the security deposit to a subsequent mobile home park operator. Upon the transfer of the mobile home park, the new operator shall assume all responsibility for maintaining and returning to tenants all security deposits accounted for and transferred. Upon request by a tenant, a landlord shall disclose the name of the financial institution and the account number where the security deposit is being held. A mobile home park operator may use a single escrow account to hold security deposits from all of the tenants of the mobile home park.
[PL 2009, c. 128, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B10,C8,C10 (AMD). PL 1989, c. 502, §A32 (AMD). PL 1991, c. 661, §§1,2 (AMD). PL 2009, c. 128, §§1, 2 (AMD).

**§9099. Implied warranty and covenant of habitability**

**1. Implied warranty of fitness for human habitation.** In any written or oral agreement for rental of a space in a mobile home park, the park owner or operator is deemed to covenant and warrant that the space and its associated facilities are fit for human habitation.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Complaints.** If a condition exists in a space which renders the space unfit for human habitation, a tenant may file a complaint against the park owner or operator in the District Court or Superior Court. The complaint must state that:

A. A condition, which must be described, endangers or materially impairs the health or safety of the tenants; [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The condition was not caused by the tenant or another person acting under the tenant's control; [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Written notice of the condition was given without unreasonable delay to the park owner or operator or to the person who customarily collects rent on behalf of the park owner or operator.

(1) This notice requirement may be satisfied by actual notice to the person who customarily collects rents on behalf of the park owner or operator; [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The tenant was current in rental payments owing to the park owner or operator when written notice was given. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**3. Remedies.** If a complaint is filed under this section, the court shall enter any temporary restraining orders that are necessary to protect the health or well-being of tenants or of the public. If

the court finds that the allegations in the complaint are true, the park owner or operator is deemed to have breached the warranty of fitness for human habitation established by this section as of the date when actual notice of the condition was given to the park owner or operator. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

A. The court may issue appropriate injunctions ordering the park owner or operator to repair all conditions which endanger or materially impair the health or safety of the tenant. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The court may determine the fair value of the tenant's use and occupancy of the space from the date when the park owner or operator received actual notice of the condition until the time that the condition is repaired and further declare what, if any, money the tenant owes the park owner or operator or what, if any, rebate the park owner or operator owes the tenant for rent paid in excess of the value of use and occupancy. In making this determination, there is a rebuttable presumption that the rental amount equals the fair value of the space free from any condition rendering it unfit for human habitation. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. The court may authorize the tenant to temporarily vacate the space if the space must be vacant during necessary repairs. No use and occupation charge may be incurred by a tenant until the tenant resumes occupation of the space. If the park owner or operator offers reasonable alternative housing accommodations, the court may not surcharge the park owner or operator for alternate tenant housing during the period of necessary repairs. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The court may enter any other orders that it considers necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**4. Waiver.** A written agreement under which the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration is binding on the tenant and the park owner or operator.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section is void.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**5. Municipal ordinance or rule.** Municipalities may adopt or retain, by ordinances or rules, standards more stringent than those provided in this section. Any less restrictive municipal ordinance or rule establishing standards is invalid and suspended by this section.

[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**6. Applicability to renter.** Notwithstanding the definition of "tenant" in section 9091, subsection 5, this section applies to a person who rents a mobile home and rents the mobile home park lot on which the mobile home is located from a mobile home park operator.

[PL 1991, c. 661, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD). PL 1991, c. 661, §2 (AMD).

**§9100. Violations**

A violation of this chapter is a violation of Title 5, chapter 10, the unfair trade practices laws. [PL 1989, c. 104, Pt. B, §11 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B11,C8,C10 (AMD).

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

*All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the Second Regular Session of the 131st Legislature and is current through October 15, 2024. The text is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.*

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.