



Rent Smart

Module F

Rental Agreements— Moving In, Moving On

Rent Smart 2017 focuses on the knowledge and skills essential for a successful renting experience. It challenges participants to know and understand their rights and responsibilities as a tenant as well as know and understand the rights and responsibilities of their landlord. Emphasis is on forming a strong partnership between the tenant and landlord. **Rent Smart** was originally based on information collected through focus groups held with property managers and tenant advocates. It was piloted under its original name, **Good Neighbor-Good Tenant**, for several years, then taught as **Rent Smart** in numerous Wisconsin counties for the past 15 years.

Rent Smart 2017 participant goals include:

- Learn new skills to build positive relationships with landlords and neighbors.
- Gain confidence in their ability to find and maintain affordable housing.
- Understand the application and screening processes used by landlords.
- Learn the responsibilities and rights of tenants and landlords.

The 2017 revised curriculum continues to emphasize an active learning approach designed to foster participant motivation and course effectiveness. Videos, case studies and internet links have been incorporated in the updated curriculum to provide additional interactive learning options. The 2017 revised curriculum consists of six modules, designed to be taught separately or in combination.

Rent Smart 2017 Modules:

- How Much Will It Cost? And Can I Afford It?
- Checking Out the Rental Property and the Landlord
- Application Process
- Who's Responsible for Maintenance, Repairs and Care?
- Communications
- **Leases—Moving In, Moving On**

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

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Overview

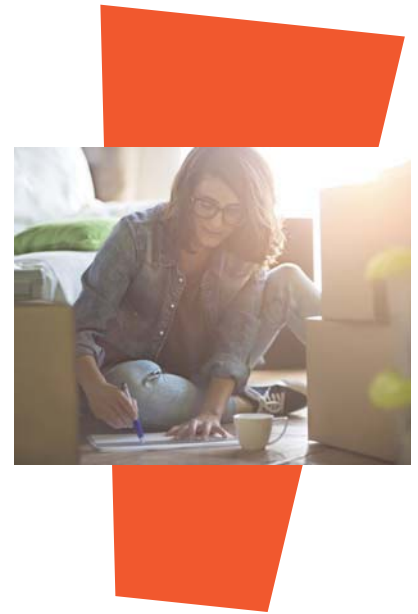
Every landlord-tenant relationship includes a rental agreement, which is either written or oral. Written agreements with tenants in Maine are called leases. This agreement is a legal contract. The contract outlines the terms of the agreement—what the landlord expects of the tenant and what the tenant expects of the landlord. Like all contracts, it is very important the tenant reads and understands the terms of the agreement before they sign it.

This module focuses on the legal aspects of renting and common problem areas: leases, security deposits, notices, and evictions. Participants practice reading a lease identifying and looking for key provisions. Recommended moving-out procedures are shared, focusing on the importance of having a positive departure from a property. The module also provides an overview of the eviction process and the notices landlords may give when a tenant fails to meet the obligations of the lease.

The importance of record-keeping is reinforced in this lesson as it applies to the moving in and moving out processes.

References

The instructor is encouraged to secure and review the "The Rights of Tenants in Maine" from Pine Tree Legal Assistance and "The Maine Rental Housing Guide" available from Maine State Housing Authority."



I learned how important it is to understand how a lease works when you are renting your first home or rental unit.

Note to Instructors: Prior to teaching the module, instructors are encouraged to assemble a list of local resources to help participants with questions about their rental agreements and review references listed.

Objectives

Participants will:

1. Increase ability to read and understand a lease.
2. Gain knowledge of legal procedures related to leases.
3. Understand procedures to follow when ending a lease.
4. Increase understanding of the importance of rental records.

Activities

Activity 1: Completing the Lease.

Activity 2: Lease Language

Activity 3: Written Rental Agreements

Activity 4: Moving On Quiz

Activity 5: Security Deposit Deductions

Activity 6: Eviction Process

Activity 7: Notice and Eviction Language

Activity 8: Rental Records

Teaching Outline

Provide the *Overall Handout* before beginning the module.

Note to Instructor: It may be helpful to invite a landlord, an attorney, a court commissioner or a consumer protection agency representative to participate in this session. During the session participants may have specific situations/ issues that they want to have discussed. While such discussion may be lively, it will take time away from the module and will not be useful to other participants because they (and the instructor) are hearing only one side of the issue and are not in a position to give advice. **Do not encourage such discussion;** refer participants to other community resources.

In presenting the module, it is imperative that the presenter NOT give legal advice.



Suggested Introduction

Anytime you rent a place to live, you have a lease with the landlord. Oral or written, it is a legal contract between you and the landlord. The lease sets forth your rights and responsibilities as a tenant, as well as those of the landlord. In this module we will look at a sample lease and review the terms of the lease—terms you will want to look for in the lease you sign.

This module also covers steps in ending a lease. You may wonder why we are going to discuss moving on when you are thinking about moving in. How you move out of where you are living now can affect your landlord reference when you are looking for a new place. If you want your full security deposit back when you move out, there are some things you need to do when you move in. We'll also touch on the eviction process and actions landlords take if they want a tenant to move out.

Activity 1: Completing the Rental Agreement

(Objective 1: Increase ability to read and understand a rental agreement.)

- Handout 1: *Sample Lease-Maine Consumer Law Guide*
- Handout 2: *Maine Lease Checklist*
- Instructor Materials: *Maine Lease Checklist Answer Key*

Suggested Introduction: 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. A lease gives you a record of the terms and are easier to enforce if there is a problem.

Signing this agreement means you will follow the terms explained in the agreement. While it may be tempting to just sign the agreement, so you can move in, it is very important to read and understand it – know when rent is due, what utilities you will be paying, how long the agreement lasts and more! Take your time to read the agreement – don't feel pressured to sign one that you haven't read completely and/or discussed with the landlord. If you don't feel comfortable reading and understanding the lease ask a friend or family member to help you.

Most leases use a standard form; however, some landlords add extra conditions to a lease that are handwritten or typed into or attached to the form. This is legal, but occasionally the conditions are not legal.



Very carefully read any language that is added to the pre-printed lease. If it doesn't seem fair to you, check with an attorney or one of the resources listed on the *Overall Handout*. Your lease is a very important document to keep and refer to throughout your tenancy. Keep it secure with your other rental documents.

After introducing participants to the topic, ask participants to work in pairs. Distribute copies of Handout 1: *Sample Lease-Maine Consumer Law* and Handout 2: *Maine Lease Checklist*. The *Sample Lease* has been completed for the Tenant family. The *Maine Lease Checklist* identifies a number of things to look for in the agreement the Tenant family signed. For each of the items on the checklist, identify the line where the information is found and the answer to the question.

Following the completion of this task, facilitate a discussion using the Instructor Materials: *Maine Lease Checklist Answer Key*.

Activity 2: Rental Agreement Language

(Objective 1: Increase ability to read and understand a rental agreement.)

- Handout 4: *Maine Lease Language* (Matching Format) OR
- Instructor Materials: *Maine Lease Language* (Card Sort Format)
- Instructor Materials: *Maine Lease Language Answer Key*
- Instructor Materials: *Maine Background Information*

Carefully read the rental agreement and make sure you fully understand it.

Suggested Introduction: A written lease includes many legal terms and language that may seem “foreign.” As you sign the lease, a contract with your landlord, it is important to know what the terms mean. As we explore the topics of moving in and moving out, we'll take a look at some of the terms related to each topic.

This activity may be done individually with paper and pencil or in pairs using the cards. Distribute copies of Handout 4: *Maine Lease Language* or

the matching cards from the Instructor Materials. Ask participants to match the moving in terms with the definitions. Review the matches, providing additional information on the terms from the Instructor Materials: *Maine Lease Language Answer Key* and the Instructor Materials: *Maine Background Information*.

Activity 3: Written Leases

(Objective 1: Increase ability to read and understand a lease.)

- No Handouts

Suggested Introduction: The lease we examined provided detailed information on paying rent and when the landlord can enter the property. There are many lease types and the model we used is just an example. Some landlords use verbal agreements with their tenants. Thinking about all the things we've seen in the Tenant's lease and talked about, what do you think are some of the advantages of having a written lease?

Brainstorm answers with participants and summarize/supplement their responses with:

- Easier to enforce if there are problems
- Avoids disagreements when memories differ
- Provides a record of the conditions the landlord and tenant agreed to
- Protects tenants from changes in rent or rental conditions that occurred after move-in

When a landlord does not offer a written lease you may want to record the conversation using your phone or confirm the details of the agreement by sending an email or text message saying "just confirming [insert terms of agreement] is what we discussed, let me know if that's not accurate". Another option would be to bring a standard Maine Consumer Law Guide Lease form to your meeting with the landlord and ask the landlord to sign it.

Activity 4: Moving On Quiz

Objective 2: Gain knowledge of legal procedures related to leases and Objective 3: understand procedures to follow when ending a lease.

- Handout 5: *Maine Moving On Quiz*
- Instructor Materials: *Moving On Quiz Answer Key*

It is important to keep my rental agreement and check-in form until I move out.

Suggested Introduction: Ending a lease ideally occurs at the end of the term of the agreement. However, sometimes tenants want to leave the property before the term is over and sometimes the landlord wants the tenant to move out. Because a lease is a legally binding contract both parties have obligations to each other as stated in the terms of the agreement.

Distribute copies of Handout 5: *Moving On Quiz*. Have participants work individually or in pairs to complete the quiz. Following the completion of this task, facilitate a discussion using Instructor Materials: *Moving On Quiz Answer Key*.

Discuss best practices when a tenant wants to leave the property at the end of the lease term. It is recommended that the tenant notify the landlord of their intent to vacate the premise ahead of time. The notice given to the landlord will depend on the type of lease you have: annual, month-to-month, etc. Read your leases to know what is expected of tenants when they end the agreement. This helps protect your right to the return of your security deposit as well as not being charged for rent after the month you move out. Keep a copy of the notice you give the landlord.

If you need to vacate the property before the rental agreement is over, talk to your landlord about your options. Find out if you can end the lease early, if you can sublet the property, or they can offer/have another solution. You can also consult a lawyer.


Likewise, when a landlord wants a tenant to vacate the property at the end of the lease, the landlord will usually provide written notice of this intent. If the lease has an automatic renewal the terms of the initial lease remain in place. If a tenant violates a provision of the lease, the landlord must notify the tenant of the violation and follow state laws regarding rights to cure the violation, or begin the legal process of evicting the tenant.

Activity 5: Security Deposit and Deductions

(Objective 3: Understand procedures to follow when ending a lease)

- Handout 6: *Security Deposit Deduction Letter*

Suggested Introduction: The security deposit paid to a landlord when a tenant moves in is “insurance” should the tenant miss paying rent or damage the property. Maine landlord/tenant law requires the landlord to deliver or mail the security deposit, less any amounts withheld, to the last



I didn't know I should tell my landlord I was moving at the end of my lease.

known address of the tenant within 21 days after the end of the lease term, for tenancy at will tenants and with in 30 days for tenants under a written lease.

The landlord may withhold money from the security deposit for tenant damage, waste or neglect of the property, nonpayment of rent, and utility bills left unpaid when the tenant moves out.

Disputes over security deposits are a common problem between landlords and tenants. The check-in/check-out form is an important tool in getting back your security deposit. How does the property compare as you get ready to leave versus how it looked when you moved in? Complete the check-out portion of the form, take pictures, and/or walk through the property with your landlord. If possible, return the keys to the landlord in person and get a receipt. This lets the landlord know you are no longer living in or using the property. Provide the landlord with a written and dated forwarding address, or tell them to send the deposit to your old address and put in a forwarding request with the Post Office." Keep a copy of what you have shared. Be sure to clean and remove all of your belongings.



Distribute Handout 6: *Maine Security Deposit Deductions Letter*. This is an example of a security deposit letter from a landlord. Deductions are itemized and the amount of the security deposit returned to the tenant is listed.

Activity 6: Eviction Process

(Objective 3: Gain knowledge of legal procedures related to leases.)

- Handout 7: *Maine Eviction Process Chart*

Suggested Introduction: Eviction is the legal process a landlord may follow when a tenant has violated a term of the lease and not corrected the violation. The process begins as the landlord notifies the tenant of the violation and provides a notice to remedy (cure) the violation or to move out of the rental unit. If the tenant does not fix the violation within the specified time frame, or move out, the landlord may begin an eviction process. It is illegal for a landlord to lock a tenant out, shut off their utilities or force them out of the unit. The Maine Eviction Process is outlined on Handout 6.

Provide Handout 7: *General Eviction Process Chart*. Review the flow chart with the full class, emphasizing it is a legal, court driven process not a landlord driven process. This is only an overview of the process. Participants with specific questions about evictions should consult an

An eviction stays on my record a LONG time.

attorney. The purpose of this discussion is to help participants understand why they should avoid eviction. Ask participants to identify problems that occur if you are evicted. Some of the problems eviction can cause for tenants include:

- Eviction judgements result in long term court records, which future landlords may check when you apply for new housing.
- Evictions may be posted on your credit report and can make it more difficult to get credit. They may remain on your credit report for 7-10 years.
- The eviction judgment may require you to pay double the rent you owe and statutory costs and fees, such as the filing fee, cost of service, and statutory attorney's fees.
- To avoid the sheriff from executing the writ, it is in your best interest to leave as promptly as possible. Once the sheriff receives the writ, he/she has to execute (bring it to your rental unit) within 1 to 10 days, and remove you and any other occupants. You are required to vacate the property within 48 hours.
- You may lose possessions in the unit if the writ is executed before you move out.

Activity 7: Notice and Eviction Language

(Objective 3: Increase their ability to read and understand a lease)

- Handout 8: *Maine Notices and Eviction Language* (Matching Format) OR
- Instructor Materials: *Maine Notices and Eviction Language* (Card Sort Format)
- Instructor Materials: *Notices and Eviction Language Answer Key*

Suggested Introduction: When problems occurs between landlords and tenants, a landlord may issue a notice to fix the problem or vacate the property. Each type of notice has specific legal processes to follow. As we've discussed through the *Maine Moving On Quiz* and *Eviction Process* it is important to know what each notice means, what is expected of the tenant with each notice, and the language of the eviction process.

This activity may be done individually with paper and pencil or in pairs using the cards. Distribute copies of Handout 8: *Notices and Eviction Language* or

the matching cards from Instructor Materials. Ask participants to match the notice and eviction terms with the definitions. Review the matches, providing additional information on the terms from the Instructor Materials: *Maine Notices and Eviction Language Answer Key*.

Activity 8: Rental Records

(Objective 4: Increase understanding of the importance of rental records.)

- Handout 9: *Rental Records*

Suggested Introduction: There are important documents to have and keep during a rental period. These documents help both tenants and landlords remember what agreements have been made, if and when rent was paid, how you have communicated with each other during the rental period, and the condition of the property when the tenant moved in. Communicating via email provides both the landlord and tenant with copies of who said what to who and when. If you are given paper copies of important rental documents, you can take pictures of them using your phone.



Brainstorm with the group the documents they have heard discussed that would be important to keep. Provide Handout 9: *Rental Records* and suggest ways to retain the records such as a sealable bag, folder or envelope. The instructor may choose to provide these items to get participants started on the right track.

Optional: Print the list of rental records on a label that can be attached to a sealable bag, folder or envelope. Provide each participant with this record holder including their Rent Smart certificate.

Learning Assessment

Have participants learned the key concepts of this Rent Smart module? The following questions or activities are recommended to assess participant understanding of the information covered in this module.

- *Activity 2: Lease Language* and/or *Activity 7: Notice and Eviction Language* may be used as a learning assessment.
- Identify at least five things they would look for/check on a lease.
- Ask participants to identify at least two reasons to avoid an eviction.
- List at least three rental documents that should be kept.
- Identify two or three ways in which you can keep rental documents and communication.



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.otg

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	_____	_____ ✓
Heating Oil	_____	_____ ✓
Natural Gas <i>n/a</i>	_____	_____
Sewerage	_____ ✓	_____
Trash Removal	_____	_____ ✓
Yard Maintenance	_____ ✓	_____
Snow Removal	_____ ✓	_____
Air Conditioning	_____	_____ ✓
Hot Water	_____	_____ ✓
Cold Water	_____ ✓	_____
Telephone	_____	_____ ✓
Cable Television	_____	_____ ✓

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 (date) [Signature] (tenant)

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


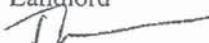
- C. Tenant has received copies of all information listed above. TT (tenant's initials)
- D. Tenant has received the pamphlet Protect Your Family from Lead in Your Home.
TT (tenant's initials)

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:

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



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?



Rental Agreement Checklist Answer Key

1. How long does the lease last?
Item 4, 12 Months
2. Who can live in the apartment?
Item 18, Tracey Tenant, Emily Tenant and Jason Tenant
3. If you violate any term of the lease, what happens?
Item 14, eviction for violation of the lease.
4. How much is the rent?
Item 5, \$1,000 a month
5. When is the rent due?
Item 5, first of the month
6. Is there a penalty for late payment?
Item 5, 4% of the monthly rent once payment is 15 or more days late.
7. Where do you pay your rent?
Item 1, Larry Landlord 18 Main Street Any town ME
8. To whom do you pay your rent?
Item 5, Larry Landlord
9. Which utilities must you pay?
Item 8. Electricity, heating oil, air conditioning and hot water.
10. Are there any payments you must make in addition to the rent, such as security deposit, parking or utilities?
Item 8, Trash removal, telephone, cable television
11. When can the rent be increased?
Item 4. At the end of the lease.
12. What happens if you need to move out before your lease ends?
Item 15- B. Notifying the landlord. Item 16. Abandoned property
13. Are pets permitted?
Item 19. No



Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

14. Are you responsible for any maintenance or repairs?
Item 9. Tenant Residential Responsibilities

15. To whom do you report problems?
(You should have name, telephone number and address)
Larry Landlord, 18 Main St. Any-town, ME 04101 (207)-555-1212
Item 15. In writing, hand delivered or by mail

16. Who is responsible for making sure smoke detectors in the apartment work?
Item 10: Landlord Residential Responsibilities

17. When can the landlord enter the apartment?
Item 11. Landlord entry into the residence-needs to give 24 hour notice



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. |



LEASE Language (Card Sort Format)

For each group print, cut apart and put in envelope

Check in/Check out form	form that documents the condition of a rental unit. Is completed by the tenant and/or landlord before moving in and subsequently again when moving out.
Deductions	possession of property, such as a dwelling unit, as a tenant.
Intent to Vacate	total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligation, includes all rent payments in excess of one month's pre-paid rent.
Month to Month Agreement	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	the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property.
Lease	money a landlord takes out of tenant's security deposit to cover damages or money owed.
Security Deposit	an oral or written 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	a lease for a month-to-month tenancy.



LEASE Language Answer Key

Lease – an oral or written 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.

Month to Month Agreement – a rental agreement for a month-to-month tenancy.

Check in/Check Out Form – form that documents the condition of a rental unit. Is completed by the tenant and/or landlord before moving in and subsequently again when moving out.

Tenancy – possession of a dwelling unit by a tenant.

Security Deposit – total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligation, includes all rent payments in excess of one month's pre-paid rent.

Intent to Vacate – written notification by the tenant to the landlord that they intend to move out of the property, commonly 30 days before the next payment is due.

Normal Wear and Tear – the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property.

Deductions – money a landlord takes out of tenant's security deposit to cover damages or money owed.



Background Information-Page 1

Talking points/background information for Renting Definitions Matching Exercise and General Eviction Process. Instructors without a legal background, should not provide legal advice and/or opinions when presenting this information. Instructors are encouraged to partner with the legal community as guest speakers for this section of the curriculum.

Background information is based upon Wisconsin Landlord/Tenant Law with edits provided by Pine Tree Legal Assistance. Refer to Maine's Landlord/Tenant Law for additional information.

Check in/Check Out Form

- Form that documents the condition of a rental unit. Is completed by the tenant and/or landlord before moving in and subsequently again when moving out. Copy of Check In/Check Out form is given to Landlord and one for Tenant. Make sure it is signed and dated by both parties.
- Taking photos or video of unit to have with Check In form, give copies to landlord, then redo the process when moving out to compare.

Cure

- Correct/fix the problem, e.g., pay rent.

Deductions

- Written letter showing what deductions were assessed and the charge for each deduction from initial Security Deposit (e.g. cleaning or repairs).
- Must be itemized and reasonable.
- Sample letter from curriculum is available as a visual example for participants.

Evictions

- Legal process with multiple steps, taken by landlord to remove tenant.
- Refer to the eviction process flow chart

30 Day Notice

- Written notice to move out of a unit from a tenant to the landlord.
- Give even if you have a lease for a specific end date such as a month to month agreement.
- Lease/Contract should be reviewed for written notice to vacate timeline.



Background Information-Page 2

Joint and Several Liability

- Legal term which means that each tenant in a unit may be held solely responsible for the entire amount of rent or other damages, including that owed by other co-tenants, if there is a clause in the lease making tenants jointly and severally liable.
- The landlord may hold any combination of the tenants responsible at his or her discretion.
- A very important clause to know/understand when tenants are roommates.

Normal Wear and Tear

- Minor chipping, discoloration of paint, or minor wear of carpet are examples.

Rent payment

- Request written receipt for rent payments regardless of payment method (i.e., cash, check, Auto withdrawal)

Lease

- Specific agreement between a landlord and a tenant for specific unit/dwelling for a specific time frame.
- Tenants should request a signed copy for their files.
- Tenants can request to review a lease before signing so they are aware what they are agreeing to.
- Legal document between a tenant and a landlord guided by state/city landlord tenant ordinances /laws.

Security Deposit

- May not exceed two months rent. May be referred to as a Damage Deposit.
- Cannot be used as the last month's rent, unless the lease states otherwise.
- Landlord has 30 days in tenancies that are under written lease agreement and 21 days in tenancies at will, postmarked from last day of agreement or vacated property to return a tenant's Security Deposit minus any deductions.
- Be sure to either give your forwarding address, or provide it to your landlord.
- In a leasehold, the length of time is set by the lease, up to 30 days.



Tenancy

- Possession of property, such as a dwelling unit, as a tenant.

General Eviction Process

Discussion Writ of Possession

- Landlord receives after 7 days after being granted judgment of eviction by court.
- Landlord gives to sheriff, and sheriff delivers to tenant.
- When sheriff delivers, the tenant must leave with 48 hours.

Summons and Complaint

- Piece of paper landlord completes when he/she files for an eviction with the court.
- Delivered to the tenant by sheriff deputy or other process server.
- Tells the tenant when and where to go to court for the eviction action.

Return Date

- The date and time listed on the Summons and Complaint.

Eviction Trial

- If tenant appears at the return date and disputes or contests the eviction, the matter is set for trial.
- Tenant must prove their defense at the trial (i.e., bring witnesses, documents, photos, etc.).



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



Maine Moving On Quiz Answer Key

1. Landlords can wait to return security deposits until it is convenient for them.

False

For tenants at will, (those without a written lease), security deposits must be sent to the tenant with 21 days of the move out date. For tenants with a written lease, the tenants must be sent the security deposit within 30 days of the move out date.

2. When a tenant moves out, landlords are allowed to deduct for normal wear and tear.

False

Maine regulation specifically prohibits landlords from deducting money from security deposits for items, such as minor chipping, discoloration of paint, a few nail holes or scratches on a kitchen counter top, which do not indicate neglect or damage on the part of the tenant.

3. If you need to move out early, your security deposit can serve as your last month's rent.

False

Landlords can deduct unpaid rent from a security deposit; however, this will leave you with a record of being behind on your rent. In addition, the security deposit may not be large enough to cover rent, unpaid utility bills, as well as damage or cleaning deductions. It might also leave you with an eviction on your record.

4. Families with children can not be evicted during the window.

False

If the landlord properly terminates the family's tenancy, the family could be evicted during any season and regardless of their family size and needs.

5. If you do not have a written lease and you receive a seven day notice that your rent is over due, you must pay the rent back with in seven days or move.

True

Tenants at will, those without a written lease, can be given a seven day notice for nonpayment of rent. Tenants at will have the write to cure, by paying the rent with in seven days of receiving the notice as well as service costs to landlords. Notices of payments for lease holders can be different. Notices may for of problems other than nonpayment of rent. If you receive an non payment notice, you should immediately contact your land lord and set up a plan to pay rent. Tenants who believe the notice is not justified, should seek legal counsel. Landlords may start the eviction process if the tenant does not pay rent, correct the problem or move.



Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

6. If you are behind on the rent the landlord must give you a chance to catch up on the rent.

False

Not always. Tenants who have written leases must read their leases to learn the length of notices they may be given and whether their landlord must give them the right to catch up in the rent and stay.

7. If you have a month to month lease, there is no need to give notice before moving out.

False

Notice should be given at the time your rent is due that you intend to move out in one month. If you do not supply such a notice, the landlord can charge you for one month after you move out if the landlord can not rent the unit right away. If you have a month to month lease the landlord can give you a 30 day notice without providing a reason.

8. If you fail to move after receiving a termination notice, the landlord can immediately change the locks and remove your property from the apartment.

False

The landlord must continue to obey the lease until the court orders an eviction and the sheriff serves the writ of possession.



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.

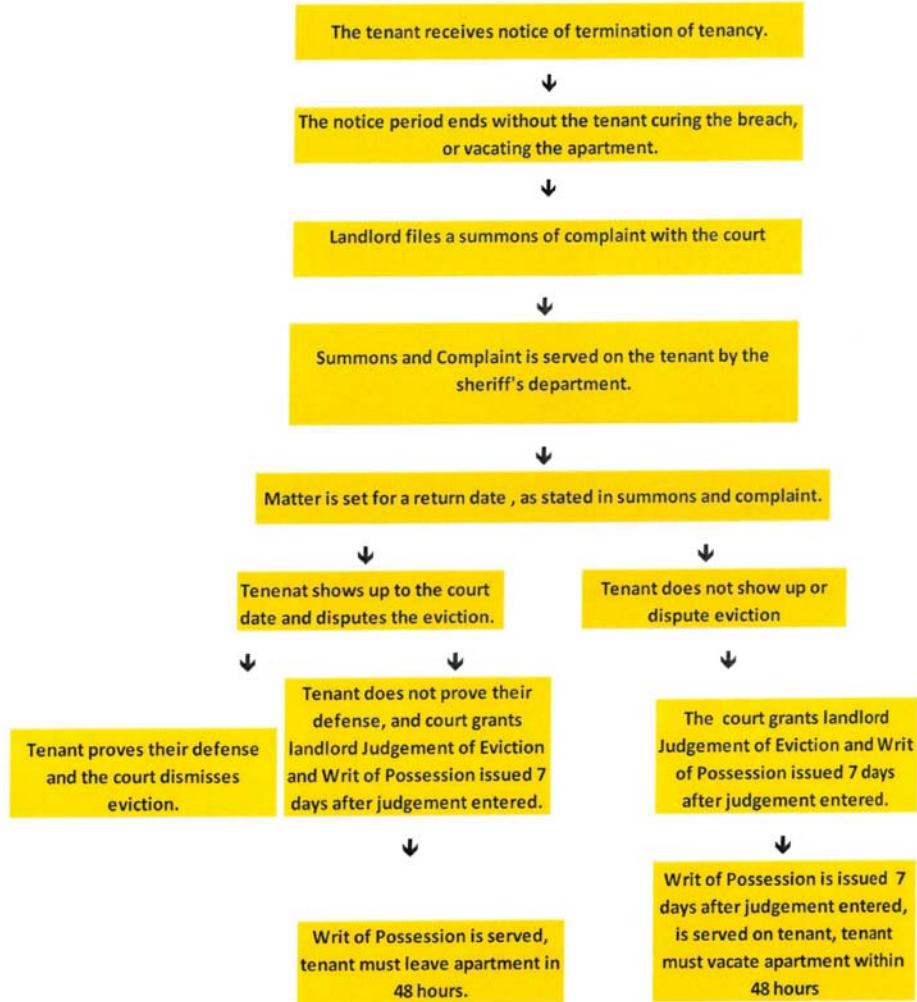
We appreciated your tenancy and wish you well in the future.

Sincerely,

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



MAINE EVICTION PROCESS CHART



Rent Smart



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 | B. a piece of paper landlord completes when he/she files for an eviction with the court. |
| _____ Eviction Trial | C. the date and time listed on the summons and complaint. |
| _____ Joint and Severe Liability | D. to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent. |
| _____ Return Date | E. the court process required to remove a tenant who has materially violated the lease. |
| _____ Self-help Eviction | 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. |
| _____ Summons and Complaint | G. if a tenant disputes at return date, the matter is set for trial. |
| _____ Writ of Possession | 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. |



Maine Notices and Eviction Language Cards (sort format)

Eviction Trial	if tenant disputes at return date, the matter is set for a trial.
Joint and Several Liability	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.
Return Date	the date and time listed on the Summons and Complaint.
Self-help Eviction	an illegal action during which a landlord forces a tenant out of his/her rental unit without having gone through the formal eviction process.
Summons and Complaint	piece of paper landlord completes when he/she files for an eviction with the court.
Writ of Restitution	piece of paper stating the landlord has the right to require the tenant to leave the apartment, served on tenant by Sheriff Department. Tenant MUST leave apartment.



Maine Notices and Eviction Language Answer Key

Notice/Eviction Terms:

Eviction the court process required to remove a tenant who has materially violated the rental agreement.

Joint and several liability 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.

Return Date the date and time listed on the Summons and Complaint.

Self-help Eviction an illegal action during which a landlord forces a tenant out of his/her rental unit without having gone through the formal eviction process.

Summons and Complaint piece of paper landlord completes when he/she files for an eviction with the court.

Writ of Restitution piece of paper stating the landlord has the right to require the tenant to leave the apartment, served on tenant by Sheriff Department. Tenant MUST leave apartment.

Cure – to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent.

Eviction Trial -f tenant disputes at return date, the matter is set for a trial.



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