

**NOVEMBER  
2017  
NEWSLETTER**

smlamaine.com

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**SOUTHERN MAINE  
LANDLORD ASSOCIATION**

**THIS MONTH, THE MEETING IS A WEEK EARLY!**

**MEETING IS: NOVEMBER 14  
AT THE ITALIAN HERITAGE CENTER!**

**Due to Cancellation of  
SMLA's Meeting  
October 17, 2017,  
there is no recap.**

**Tenant Protections from  
Domestic Violence, Sexual  
Assault or Stalking**

In 2015, a portion of the landlord-tenant statute at Title 14 MRSA, Section 6001 was amended to include Subsection 6 which was and is intended to protect within the context of the landlord-tenant relationship the victims of domestic violence, sexual assault or stalking. The initial part of the statute provides as follows:

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

**A.** A victim may not be evicted based on an incident or incidents of actual or threatened domestic violence, sexual assault or stalking occurring at the premises or reporting to any agency such incidents that otherwise may be construed as: (1) A nuisance under section 6002; (2) Damage to property under section 6002; or (3) A lease violation arising from a nuisance, a disturbance or damage to premises.

In other words, a tenant that is a victim of domestic violence, sexual assault or stalking cannot be evicted for the above enumerated grounds regardless of whether the perpetrator is a third-party not living at the premises or a cotenant of the tenancy living in the rental unit.

On the issue of such a victim being liable for damage to the rental unit or common area of the landlord's property, the statute states in Subsection B as follows:

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

The interpretation Subsection B is that if the victim and the perpetrator (abuser) are co-tenants in the apartment unit, then the victim is only liable for the damages to the premises up to the full value of their security deposit. The victim co-tenant does not have any liability to the landlord beyond the value of their security deposit. The theory being that it likely the security deposit is a shared security deposit between the co-tenant victim and the co-

tenant perpetrator and that they are both tenants under the lease and tenancy. However, if the tenant victim of the incident and the perpetrator are not co-tenants under the lease and tenancy and the perpetrator lives elsewhere, the tenant victim is not liable for the damages under the statute under the theory that the tenant is a bona fide innocent victim of domestic violence, sexual assault or stalking.

Under Subsection C, the statute permits the landlord to bifurcate an eviction to only evict the co-tenant abuser. Bifurcate is a fancy legal term that would permit the landlord to evict only the co-tenant that is the abuser. Using the common example of a husband and wife that are cotenants under a lease, a landlord would be able to just evict the husband co-tenant and not the co-tenant wife if the husband was an abuser under an act of domestic violence, sexual assault or stalking. This would apply to situations, involving domestic partners, roommates and situations where the abuser might not be a signatory on the lease, but rather an "all other occupant" who has taken up residency at the premises with the permission of the tenant, but not the landlord.

Subsection D permits a victim tenant to terminate the lease or tenancy and provides as follows:

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**NOVEMBER  
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**SMLA'S NEXT  
MEETING:**

**TUESDAY  
NOVEMBER 14TH**

**At: The Italian  
Heritage Center  
40 Westland Ave.  
(Behind Shaw's,  
Outer Congress St.)  
Portland, Maine**

**Free Parking**

**Social Hour  
5:30 - 6:30 p.m.**

**Per IHC please do not  
arrive before 5:30 p.m.**

**Cash Bar**

**Buffet Menu**

TBA

Bread Assortment  
Dessert Tray  
Coffee/Tea

Cost: \$30/pp.,  
Please register by 5 p.m.,  
Friday November 10.

**\$5 fee waived!**

# Southern Maine Landlord Association

## TENANTNET INFORMATION

Hi Everyone!

It's Tami from Tenant-Net!

I just wanted to remind everyone that in order to make the process of running applications more efficient, there are a few things that we would like you to remember:

Make sure tenants physically sign the applications. We cannot take electronic signatures. The only way we can take them is if you send the applicant to our website and they fill out the applications online.

Make sure applications are written neatly. Sometimes it's very hard to read some of the information such as, names and numbers.

I also wanted to let you know that most days it is very busy here and I cannot always get to my phone. The quickest way to get a response from me is to email. You can ask your questions or even leave me your phone number and a message and ask that I give you a call if an email response won't be efficient. I respond to my email even in the evening hours if I have a chance to look at it. I do try to look at it at least once or twice in the evening.

Thank you to everyone who uses Tenant-Net and for your referrals. I have been getting a lot of them lately.

**TenantNet**

**1-800-883-2074**

## ML MONAGHAN LEAHY, LLP

**KENNETH D. PIERCE  
ATTORNEY AT LAW**

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**Sam@FineAttorney.com  
Board Certified in Creditors' Rights Law  
\*\*\*REPRESENTING ONLY LANDLORDS\*\*\***

**Advertise your business card here for \$35/m!**

**Our newsletter goes out to over 250 landlords!**

## FIRE EXTINGUISHERS

On the ABC noon news, there is a massive (38 million) fire extinguisher recall by Kidde.

If you have a small extinguisher in your home, car, or boat, and if you purchased it at Home Depot, Lowes, Walmart, Sears, etc., it may clog, or fail to deploy, when you need it most.

Go to [www.kidde.com](http://www.kidde.com) and read the recall notice.

Grab your extinguisher and capture the serial number, model, and date code.

Please pass this on!

No one wants to hear of an accident due to this.

## Forcible Entry & Detainer Dates

**Portland:** All at 9 a.m. in Court Room# 2

**November 9, December 7 & 21**

*(The above is subject to change.  
To verify dates, 822-4200, #3)*

**Biddeford:** All at 8:30 a.m.

**November 17 & December 8**

*(The above is subject to change.  
To verify dates, 283-1147, #5)*

## HABITAT FOR HUMANITY

SMLA LANDLORD AT  
HABITAT FOR HUMANITY –  
“You Bet I Can – I’m A Landlord!”

Two full crews – fifteen vigorous SMLA members and friends – returned for a second year at the Habitat For Humanity jobsite in Scarborough on October 27<sup>th</sup>.

One group had the not-too-glamorous job of measuring, cutting and attaching wooden strapping to foam insulation for future installation of vinyl siding. Two pairs worked on ladders measuring and installing, while two flat-footed SMLA Board members worked the chop-saw to produce the needed slats.

The other SLMA bunch built a house! When they arrived, SMLA volunteers found four walls barely tacked down to a foundation. The Landlord Crew installed pre-framed wall stud units, squared the exterior walls and then tied the exterior walls, interior stud units and foundation together, leaving behind a canvass ready for another crew of construction artists!

Habitat for Humanity is an international, non-governmental non profit organization. Habitat is devoted to building "simple, decent, and affor-

ble housing." Homes are built using volunteer labor and are sold at no profit. Habitat has helped more than 4 million people construct, rehabilitate or preserve more than 800,000 homes since its founding in 1976, making Habitat the largest not-for-profit builder in the world. As part of their purchase, Habitat’s homeowners invest hundreds of hours of their own labor as “sweat equity,” working alongside volunteers and other Habitat homeowners. Habitat’s Scarborough development presently has several occupied houses with several more under construction. It will eventually have thirteen modest, sound residences.

The unanimous conclusion of the volunteers was, “Let’s do this again!” SMLA is penciled-in for Halloween weekend in 2018 for another session of, “Landlords Don’t Quit!”



**Sam Sherry, Esq.**  
**Sam@FineAttorney.com**  
**207-799-8485**

Renting in a hot market may seem like a no brainer, but the truth is it’s not. Finding and screening qualified tenants with a trusted rental history, that meet your requirements, takes time and care.

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[INFO@DOMAINE-REALESTATE.COM](mailto:INFO@DOMAINE-REALESTATE.COM)

[DOMAINE-REALESTATE.COM](http://DOMAINE-REALESTATE.COM)



**CHRIS LAVOIE**  
LEAD AGENT/FOUNDER



**ETHAN MORTON**  
BUYER/RENTAL AGENT



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WE RENT IT OUT.**

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money you need to grow.

To find one of our 16 banking locations:  
[KatahdinTrust.com](http://KatahdinTrust.com)



*Continued from Page 1*

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

- (1) Seven days' written notice and documentation required pursuant to paragraph H, in the case of a lease of less than one year; or
- (2) Thirty days' written notice and documentation required pursuant to paragraph H, in the case of a lease with a term of one year or more.

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

Therefore, if the victim tenant and the landlord are parties to a tenancy at will or a lease under one year, the victim tenant may provide the landlord with seven (7) days' notice of the termination of the tenancy or lease. If the lease is one year or longer, the victim tenant must provide a minimum of thirty (30) days' notice.

In order to exercise any rights under this relatively new statute, the tenant victim must provide to the landlord documentation of the alleged conduct by the perpetrator, including the perpetrator's name and the following information within thirty (30) days of the incident:

- (1) A statement signed by a Maine-based sexual assault counselor as defined in Title 16, section 53-A, subsection 1, paragraph B, an advocate as defined in Title 16, section 53-B, subsection 1, paragraph A or a victim witness advocate as defined in Title 16, section 53-C, subsection 1, paragraph C;
- (2) A statement signed by a health care provider, mental health care provider or law enforcement officer, including the license number of the health care provider, mental health care provider or law enforcement officer if licensed;
- (3) A copy of a protection from abuse complaint or a temporary order or final order of protection;
- (4) A copy of a protection from harassment complaint or a temporary order or final order of protection from harassment;
- (5) A copy of a police report prepared in response to an investigation of an incident of domestic violence; and
- (6) A copy of a criminal complaint, indictment or conviction for a domestic violence charge.

By providing the above information that legitimately proves that the tenant is a victim of domestic violence, sexual assault or stalking, the tenant victim can invoke the protections of the

statute. Nothing in the statute prevents the landlord from evicting the victim for other valid reasons unrelated to domestic violence, sexual assault or stalking.

If you have any questions concerning the rights of landlord or tenant involving an incident of domestic violence, sexual assault or stalking, feel free to contact me.



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**Southern Maine  
Landlord Association  
(SMLA)**

306 Congress St.  
Portland, ME 04101  
1-207-541-3755

To Join: [smlamaine.com](http://smlamaine.com)

\$60/yr - emailed newsletter  
or  
\$80/yr - mailed hardcopy

**Maine Apartment Owners  
and Managers Association  
(MAOMA)**

P.O. Box 282  
Bath, ME 04530

1-800-204-4311  
[maoma.org](http://maoma.org)

**MAOMA  
Representatives**

Carleton Winslow  
318-8284  
Priscilla Dunn & Mat Leighton

**[smlamaine.com](http://smlamaine.com)**

**SMLA NEWSLETTER  
ADVERTISING  
RATES**

Full page \$150/m

1/2 page \$ 90/m

1/4 page \$ 55/m

Business Card \$35/m

Advertise 9 months,  
get a 10th month free.

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month & ads are pre-paid.

Call 883-8016 for more  
information.



**SMLA**

## Upcoming SMLA Meetings

**REMINDER to please RENEW your membership ! Thank you!**

**November 14, 2017** - Assistant Captain Keith Gautreau of Portland Fire Department, slide show of Habitat Day and discuss results of election.

**December** - No Meeting. Happy Holidays! See you January 16, 2018!  
*The above is subject to change.*

### SERVICE DISCOUNTS

#### Carpet Cleaning

**Eastern Carpet Cleaning**, Free Estimates, \$.40/sq. ft., then 15% off, Min. \$90, 885-1499  
**Servpro of Portland**, Holly Merrill, 772-5032, 15% off carpet cleaning

#### Electric

**Alan Eger Electric Inc.**, Alan Eger, 415-6094, 10% off jobs over \$200. Lights at cost if paid by customer at pick up

**Campbell Electric**, Tom Campbell, 252-2411, 10% off any electrical service.

#### Hardware

**Dupuis Hardware** - 2 Spruce Street, Biddeford, 284-8702, offering 5% off

#### Landscaping

**C.K.C. Landscaping**, Kenny Roberts, 615-3152, 20% off a full year contract

**AC Yard Service**, Justin Hayden, 712-5554, 15% discount on service

#### Pest Control

**Ants Plus Inc.** - Jim Carter, Bedbug Treatment \$150, for 1st initial treatment, 319-8324, for card holding members only

#### Radon

**Tom Caron**, 415-2345, 5% basic discount, 10% discount for over ten tests

**Maine Radon Solutions**, Chris Cole, 318-3536, Radon testing, 10% off for mitigation. Also tests water systems.

#### Roofing

**Dobson Roofing** - Dan Dobson, 772-7710, call the office for an estimate and discount.

#### Miscellaneous

**NEW\* Free Energy Maine.** \$100 off completing Energy Efficiency Disclosure forms, \$200 for one building. Also, all Efficiency Maine services. Peter Ulrickson, 207-450-6110.

**Grandview Window Cleaning**, Doug Johnson, 772-7813, 10% on specialty cleaning services.

**Marden's**, Ken Clark, at the Scarborough Store, 5% off flooring, furniture and appliances. You must show your updated membership card.

**The UPS Store**, Dennis Abbott, Southern Maine, 883-9087, 15% off eligible products and services

**Southern Maine Chimney and Firewood Service**, Nicholas DiMastrantonio, 233-8429, 10% on cleanings, chimney liners & free chimney inspection with cleaning

**Sebago Metal Fabrication**, Frank Walker, 653-3766, 10% off new purchase of handicapped access ramps, fire escapes, stairs, and more...

**S&C Satellite**, Stephen Bailey, 620-1032, Free property assessment for centralized video and internet systems.

*Please show your current paid membership card to obtain the discounts. These vendors have kindly offered discounts to our active card-holding members only. Buyers should carefully check ID's, references and insurance as well as issuing 1099's when required. No endorsement of any kind is made by SMLA, nor should be implied.*

*\*\*\*New discounts or corrections, call 883-8016\*\*\**



P.O. Box 3115, Portland, Maine 04104  
Return Service Requested

## Next Meeting:

NOVEMBER

14

TUESDAY

**Meeting will be held at: The Italian Heritage Center, 40 Westland Ave., Portland.  
Located behind Shaw's, 1364 Congress St., Portland. See page 3 for more information.**

Please invite other landlords to join our organization and meetings! If you're not already a member, please consider joining SMLA online at [www.smlamaine.com](http://www.smlamaine.com). We need your support!

Not only do we host educational events, produce a monthly landlord newsletter and get great local discounts, we also advocate strongly for landlords at the state and local level. Our volunteers are following the Portland/South Portland discussions on rent control and "housing crisis" proposals.

A %d of your membership dues goes to Maine Apartment Owners & Managers Association (MAOMA) for lobbying efforts in the Maine State Legislature, to keep landlord-tenant laws fair and balanced.

**Land lording is a business; don't treat it any other way and you'll survive!**

**Know the law and know what is going on inside your rental units.**

**IGNORANCE OF THE FEDERAL LEAD LAW IS NO EXCUSE!**