



Notice Regarding the Rights and Responsibilities of Tenants and Landlords Housing Security and Rent Stabilization Ordinance

Introduction

This Notice is provided as required by Articles IX and XII of [Chapter 12 \(Housing\)](#) of the City's Code of Ordinances. This Notice describes certain rights and responsibilities created under those Articles and does not modify the provisions of those Articles. If any part of this Notice varies from the provisions of those Articles, then the terms of those Articles control.

Important Words and Phrases

The following are important terms used in this Notice:

1. "City" means the City of South Portland.
2. "Code" means the City's Code of Ordinances.
3. "Housing Unit" means one or more rooms located within the City that form a single unit used or intended to be used for residential purposes under the terms of a Lease or Rental Agreement.

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4. "Lease" means a written agreement between a Landlord and a Tenant, or a sub-lessor and a subtenant, for the lease or sublease of a Housing Unit for residential purposes over a specific length of time. This specific period of time is often known as the "Lease term".
5. "Tenancy at Will" means the right of a Tenant to occupy a Housing Unit for residential purposes that is either: (a) not in writing; (b) is in writing, but not for a specific period of time; or (c) that arises when a Tenant continues to live in a Housing Unit after that Tenant's Lease of the Unit has ended.
6. "Rental Agreement" means any oral or written agreement that creates or extends a Tenancy at Will in a Housing Unit.
7. "Landlord" means the owner or owners, or a sub-lessor, of a Housing Unit, and any person or party acting on behalf of a Landlord with respect to that Unit.
8. "Tenant" means any person who is in possession of, or has the right to possess, a Housing Unit under the terms of a Lease or Tenancy at Will.
9. "Tenancy" means the right of a Tenant to possess a Housing Unit under the terms of a Lease or Tenancy at Will.

Tenancies to Which This Notice Applies

For the most part, this Notice applies to any type of Tenancy, whether oral, written, or otherwise, of a Housing Unit used, or intended to be used, for residential purposes. However, as provided

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in Articles IX and XII of Ch. 12 of the Code, certain limited types of Tenancies may be exempt from all or a portion of the provisions of this Notice.

Notice to Tenants

The City requires Landlords to notify Tenants of the existence of the Housing Security and Rent Stabilization Ordinances located in Articles IX and XII of [Chapter 12 \(Housing\)](#) of the City's Code of Ordinances. Sec. 12-224 of that Ch. 12 also requires Landlords to deliver this Notice to Tenants when their Tenancy begins.

In addition, the disclosures found in Appendix A to this Notice must be included in any Lease or Rental Agreement for a Tenancy that begins or is renewed on or after May 27, 2023, or if any such rental agreement is oral, then the Landlord must deliver the Notice to the Tenant in a writing signed by the Landlord at or before the time that the Tenancy begins or renewed. For any Tenancy existing prior to May 27, 2023, the Landlord must, on or before June 30, 2023, mail or otherwise deliver the Appendix A disclosures to the Tenant in a written addendum to the Lease or Rental Agreement, or in another written notice, signed by the Landlord. In either case, the Landlord must, by checking the appropriate box in those disclosures, indicate whether the Tenancy is subject to or exempt from the rent increase limitations of Article XII of Ch. 12 of the Code.

If the Landlord asserts that a Tenancy is exempt from these rental increase limitations, then the Landlord must also provide the Tenant with the Notice for Rental Units Exempt from the Ordinance set forth in Appendix A in at least 12 point type either in the Lease or Rental Agreement for Tenancy, or in any required notice of a rental

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increase for that Tenancy. If the Landlord does not provide properly completed disclosures, then the rent increase limitations will apply to that Tenancy even if it would otherwise have been exempt from them.

Recordkeeping

Tenants must sign an acknowledgement of their receipt of this Notice before they take possession of a Housing Unit and Landlords must keep a copy of that acknowledgement for at least 6 years.

Tenant and Landlord Relationships

In addition to the City's Ordinances, Federal and State Law regulate Tenant and Landlord relationships. There are many housing-related resources and information available on the City's website (see link in footer of this page). However, in the event of a grievance the City recommends that individuals first obtain professional legal advice, as necessary.

Termination of Tenancy at Will

A Landlord may terminate a tenancy at will upon a minimum 7-day written notice if (1) the Tenant, the Tenant's family, or someone that the Tenant invited into the Housing Unit has caused serious damage to that Unit and the Tenant has not repaired the damage; (2) the Tenant, the Tenant's family, or someone that the Tenant invited into the Housing Unit has caused or created a nuisance at the Housing Unit; (3) the Tenant, the Tenant's family, or someone that the Tenant invited into the Housing Unit has made the Housing Unit unlivable or unfit to live in; (4) the Tenant, the Tenant's family, or someone that the Tenant invited into the

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Housing Unit has violated or permitted a violation of law regarding the Tenancy; (5) the Tenant is a perpetrator of domestic violence, sexual assault or stalking and the victim is also a Tenant; (6) the Tenant, the Tenant's family, or someone that the Tenant invited into the Housing Unit perpetrates violence, a threat of violence, or sexual assault against another Tenant; (7) a person occupying the Housing Unit is not an authorized occupant of that Unit; (8) the Tenant has changed the door locks to the Housing Unit and has refused to give the Landlord a duplicate of the key for the new locks within 72 hours after they were changed; or (9) the Tenant is 7 days or more past due in rental payments.

If the Landlord uses a 7-day notice to terminate a Tenancy at Will because the Tenant is 7 or more days past due in rental payments, then the Tenant may have the right to avoid this termination by paying these past due amounts to the Landlord before the end of the 7-day notice period or by paying the amount that was past due as of the date that the 7-day notice was delivered to the Tenant. After the end of the 7-day notice period, the Tenant may also have the right to avoid this termination by paying all amounts past due as of the date of the payment, plus all costs of any filing fees and service of process fees actually paid by the Landlord. However, any Tenant right to do this ends when the Landlord successfully brings a court action for eviction of the Tenant and serves a writ of possession obtained in that action upon the Tenant.

Ordinarily, either a Landlord or a Tenant may also terminate a Tenancy at Will without providing a reason by giving the other party to the Tenancy a 30-day written notice. However, a Landlord cannot use a 30-day notice to terminate a Tenancy at Will until after the last date for which rent has been paid. For example, if a

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Tenant has already paid rent to the Landlord through September 30, then a notice to vacate cannot require the Tenant to move before September 30. A Landlord and Tenant may agree, in writing, to a shorter notice period, but only if they do so at or after the time that the 30-day notice is delivered to the Tenant.

If the building where the Tenant lives has been sold and the new Landlord does not intend to continue the Tenancy at Will, then the new Landlord must give the required notice unless the previous Landlord has already done so.

Termination of Lease

A Lease can ordinarily be terminated as provided in the Lease agreement. Most Leases provide that the Lease can be terminated by a Landlord if the Tenant violates a provision of that Lease. The Lease may or may not provide for advance notice of that termination after this violation has occurred. If, however, the Lease does not include provisions for its termination, or if it does not provide for any advance written notice of termination, then the Landlord can terminate it upon a violation of the lease by using the 7-day notice procedure described above for a Tenancy at Will.

Eviction

Termination of a Tenancy at Will or Lease ends the Tenant's legal right to remain in possession of the Housing Unit. Despite this, however, a Landlord may not then take any action to force the Tenant to leave the Unit. Instead, unless the Tenant voluntarily leaves, the Landlord has to file a forcible entry and detainer action (an eviction action) with a court to obtain a court order requiring

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the Tenant to leave. If the Landlord prevails in that court action, then the court will make a “writ of possession” available to the Landlord starting a week after a judgment is entered for that Landlord. The Landlord can then arrange to have the writ served upon the Tenant by a deputy sheriff or constable. Once that service is made, the Tenant will have 48 hours to leave the Housing Unit or can be arrested as a trespasser.

Security Deposit

If your Tenancy at Will is terminated, then your Landlord must return the whole amount of your security deposit within 21 days after you have moved out and returned the keys, or send you a letter explaining why they are not returning some or all of the deposit. Lease Agreements may allow up to 30 days for a security deposit to be returned.

Rent Increases

In the City, Landlords are required to give Tenants a 90-calendar day written notice of any rent increase. Notice must include (1) the amount of the rent increase, (2) the amount of the new rent, (3) the date on which the increase becomes effective. Tenants have a minimum of forty-five (45) days from the date written notice of the rent increase is received to consider and respond to Landlord with their decision.

Contesting an Action of the Landlord

Tenants have the right to contest a Landlord’s actions in court and it is recommended that Tenants seek legal advice prior to making any decision to pursue legal proceedings. There are many

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housing-related resources and information available on the City's [Housing Resources webpage](#).

Required Disclosure Forms & Informational Material

Landlords must provide the following informational material and disclosure forms to Tenants:

- Energy Efficiency Disclosure
- Lead Paint Pamphlet "Protect Your Family From Lead in Your Home"
- Lead Paint Disclosure (Pre-1978 Construction)
- Smoking Policy Disclosure (to be drafted by the Landlord)
- Radon in Rental Housing Pamphlet
- Radon Disclosure
- This Form "Rights and Responsibilities of Tenants and Landlords"
- Appendix A (or written into the lease or rental agreement)

The Landlords and Tenant(s) signing below acknowledge that they have read and understand the information contained within this document and that the Landlord has provided Tenant(s) with copies of the above informational material and disclosure forms.

Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

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Appendix A

Instructions: The notice language below may be written into the Lease or Rental Agreement in lieu of using this form. If this form is used, check the appropriate box below, sign and date the form, and append it to any Lease or Rental Agreement.

Notice for Rental Units Subject to the Ordinance

“City ordinance limits the amount your rent can be increased. See Article XII of Chapter 12 of the South Portland Code of Ordinances for more information.”

Notice for Rental Units Exempt from the Ordinance

“This property is not subject to the rent limits imposed by Secs. 12-504 and 12-505 of the South Portland Code of Ordinances, which includes a prohibition on rent increases more than 10% and/or multiple rent increases during a 12-month period for certain Housing Units. This property is exempt from those requirements due to meeting one or more of the criteria listed in Sec. 12-503 of the South Portland Code of Ordinances.”

Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

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