

CITY OF SOUTH PORTLAND
MORATORIUM ON EVICTIONS AND RENT INCREASES OF GREATER THAN 10%
Frequently Asked Questions (FAQs) (Updated June 10, 2022)

To whom does this moratorium apply?

- Landlords who own 11+ rental units

To whom does this moratorium NOT apply?

- Landlords who own 10 or fewer rental units
- Nonprofit hospitals, religious facilities, extended care facilities, licensed residential care facilities, or continuing care retirement community facilities
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1–12, inclusive, school
- Housing units and accommodations in which the tenant shares bathroom or kitchen facilities with an individual owner who maintains their principal residence at the property
- Single-family owner-occupied residences, including a residence where the owner-occupant rents or leases an authorized accessory dwelling unit (ADU)
- A short-term rental provided to short-term guests
- Housing units for which the amount, or maximum amount, of rent charged is otherwise controlled, limited, or set by a federal, state, or local government

When is the moratorium applicable?

This moratorium is applicable from May 31, 2022 through November 27, 2022. However, lease agreements effective after April 1, 2022 are also impacted. See “Scenarios” below for more information.

How does this moratorium apply to rent increases?

Any rent increase effective May 31, 2022 through November 27, 2022 (even if agreed to prior to that time) must be no greater than 10% of the amount in place on March 31, 2022 for any unit subject to the moratorium. See “Scenarios” below for more information.

Who can't be evicted?

Certain tenants cannot be evicted for failure to pay some or all of a rent increase during the moratorium period. See “Scenarios” below for more information.

Who can be evicted?

This moratorium protects tenants in covered properties who fail to pay some or all of an allowable rent increase during the moratorium period and those who do not pay a rent increase greater than 10% that become effective May 31, 2022 or later. However, tenants can still be evicted for a variety of other reasons, including:

- Refusing to provide a Landlord with access to a housing unit as required by the terms of a lease, a rental agreement, or state law;
- An individual owner intends to occupy the housing unit, or they intend to have a spouse, domestic partner, child(ren), grandchild(ren), parent(s), or grandparent(s) occupy the unit;
- The landlord intends to withdraw the housing unit from the residential rental market for a period of not less than 12 months;
- The landlord intends to demolish the housing unit or the building in which a housing unit is located no more than 60 days after the date on which the landlord delivers a Notice to Quit to any tenant;
- The landlord is complying with applicable law, or the terms of a deed or other legal instrument that otherwise continues to be enforceable against the landlord despite the enactment of the moratorium; or
- The tenant is in violation of any term of a lease, other than nonpayment or late payment of a rent increase, and that violation constitutes grounds for eviction. This includes failure to pay the rent that was in place prior to an increase.

SCENARIOS

#1A: My rent increase was more than 10%. I agreed to it AND it went into effect prior to April 1, 2022.

The ordinance does not apply to rent increases agreed to and effective prior to April 1, 2022. Therefore, your landlord is permitted to increase your rent by more than the 10% cap and can evict you for failure to pay some or all of your rent.

#1B: My rent increase was 10% or less. I agreed to it AND it went into effect prior to April 1, 2022.

The ordinance does not apply to rent increases agreed to and effective prior to April 1, 2022. Therefore, your landlord can evict you for failure to pay some or all of your rent.

#2A: My rent increase was more than 10%. I agreed to it prior to April 1, 2022 and it went into effect between April 1, 2022 and May 30, 2022.

The ordinance allows for increases of more than 10% for this period. However, during the moratorium period, you are only required to pay that portion of the increase that does not exceed 10%. You will then have to pay the rest of that increase for rent that came due during the moratorium period at or before the end of that period. You cannot be evicted during the moratorium period for a failure to pay that portion of an increase that exceeds 10%. If you fail to pay this excess amount by the end of that period, or if you fail to pay your full rent amount after the moratorium period expires, you can be evicted.

#2B: My rent increase was 10% or less. I agreed to it prior to April 1, 2022 and it went into effect between April 1, 2022 and May 30, 2022.

If you fail to stay current on your full rent amount including the rent increase, you can be evicted for that reason during the moratorium period. If you fail to stay current on your full rent amount after the moratorium expires, you can be evicted.

#3A: My rent increase was more than 10%. I agreed to it on or after April 1, 2022 and it went into effect between April 1, 2022 and May 30, 2022.

The ordinance allows for increases of more than 10% for this period. However, during the moratorium period, you are only required to pay that portion of the increase that does not exceed 10%. You will then have to pay the rest of that increase that accrued during the moratorium period at or before the end of that period. You cannot be evicted during the moratorium period for a failure to pay that portion of an increase that exceeds 10%. If you fail to pay this excess amount by the end of that period, or if you fail to pay your full rent amount that comes due after the moratorium period expires, you can be evicted.

#3B: My rent increase was 10% or less. I agreed to it on or after April 1, 2022 and it went into effect between April 1, 2022 and May 30, 2022.

If you fail to stay current on your full rent amount including the rent increase, you can be evicted for that reason during the moratorium period. If you fail to stay current on your full rent amount that comes due after the moratorium expires, you can be evicted.

#4A: My rent increase was more than 10%. I agreed to it on or after April 1, 2022 and it went/will go into effect on or after May 31, 2022.

Your landlord is subject to the 10% rent cap so they cannot raise your monthly rent more than this amount for any rent coming due during the moratorium. Even during the moratorium, you are required to pay the increase up to the 10% amount. You cannot be evicted for a failure to pay the portion of the rent increase that exceeds 10% for rent coming due during the moratorium and you are not liable for any part of a rent increase that exceeds 10% and that comes due during the moratorium period. You have to pay any increase that you had previously agreed to pay (including any part of the increase in excess of 10%) that comes due after the moratorium is over, unless there is a new ordinance provision that provides otherwise. If you fail to stay current on your full rent amount after the moratorium expires, you can be evicted.

#4B: My rent increase was 10% or less. I agreed to it on or after April 1, 2022 and it went/will go into effect on or after May 31, 2022. How am I affected?

If you fail to stay current on your full rent amount including the rent increase, you can be evicted for that reason during the moratorium period. If you fail to stay current on your full rent amount after the moratorium expires, you can be evicted.

Do I still have to pay any rent?

Yes, in all cases tenants must pay the rent in effect prior to April 1, 2022, plus any increase that does not exceed 10%.

Can my landlord reduce the services they provide, such as (but not limited to) repairs, replacements, maintenance, painting, lighting, heat, water, elevator service, laundry facilities/privileges, janitorial services, trash removal, furnishings, telephone, parking, other rights under the lease or rental agreement, etc.?

No. During the moratorium period (May 31 – November 27, 2022) a landlord is prohibited from reducing any of these services.

What is the penalty for violating this ordinance?

A landlord found in violation of this ordinance is subject to a fine of twelve times (12x) the monthly rent in place at the time of the violation. For example, if the rent in question is \$1,500/month, the fine could be \$18,000. Those wishing to report a possible violation should contact the City Manager's Office at 207-767-7606 or via email at smorelli@southportland.org. Be sure to include all applicable details and relevant attachments.

Where can I find a copy of the entire ordinance?

Visit our website at <https://www.southportland.org/moratorium/> or obtain a hard copy at the City Manager's Office. This FAQ sheet is for informational purposes only. **Where there is a conflict between this sheet and the actual ordinance, the ordinance language shall prevail.**

Is anything else being planned by the City?

The City Council will hold a workshop on June 14 and potentially on July 12 to further discuss rent stabilization. If Council wishes to pursue rent stabilization, the goal will be to have it in place prior to the expiration date of the moratorium (November 27, 2022). Members of the public can attend these workshops have up to two minutes each to comment on the item. Visit the City's website at www.southportland.org or contact the City Clerk's Office at 207-767-3201 for meeting location/information.

What other protections does the City have in place for tenants?

City Ordinance Sec. 12-223 requires landlords to provide at least 75 days' notice of any rent increase. If you believe you were not given a 75-day notice of a rent increase, contact the Code Enforcement Office at 207-767-7603 or via email at bskelton@southportland.org.

Can the City assist me with legal guidance against my landlord?

If you have questions about other legal rights you may be entitled to, contact an attorney or Pine Tree Legal Services at 207-774-8211. The City cannot provide tenants or landlords with legal advice.