

CITY OF SOUTH PORTLAND

MORATORIUM ON EVICTIONS AND RENT INCREASES OF GREATER THAN 10%

Frequently Asked Questions (FAQs) (Updated November 9, 2022 to Reflect Ordinances #8-22/23 & #9-22/23)

To whom does this moratorium apply and not apply?

- Subject to the following exceptions, landlords who own 11+ rental units in the City
- The moratorium does not apply to the following even when the landlord owns 11+ rental units in the City:
 - 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
- The moratorium does not apply to landlords who own 10 or fewer units in the City

When is the moratorium applicable?

This moratorium is applicable from May 31, 2022 through May 26, 2023. However, agreements entered into prior to May 31, 2022, but that became 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 becoming effective from May 31, 2022 through May 26, 2023 (even if agreed to prior to that time) cannot be greater than 10% of the rental 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

#1: 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.

#2: 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.

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

The ordinance allows for increases of more than 10% for this period because you had agreed to the rent increase prior to April 1, 2022. However, during the moratorium period, you are only required to pay that portion of such an 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 otherwise fail to pay your rent during the moratorium and after it expires, you can be evicted.

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

If you fail to stay current on your full rent amount including a rent increase of 10% or less, you can be evicted for that reason during the moratorium period. If you fail to stay current on this rent during the moratorium and after it expires, you can be evicted.

#5: 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 April 1, 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, and you will not be liable for any part of a rent increase that exceeds 10% and that comes due during that period. However, during the moratorium you are required to pay the increase up to the 10% amount. You cannot be evicted for failure to pay any portion of a rent increase that exceeds 10% during the moratorium. You will have to pay any rent increase that you had previously agreed to pay (even if it exceeds 10%) that comes due after the moratorium is over, unless there is a new municipal ordinance that provides otherwise. If you fail to stay current on your rent during the moratorium and after it expires, you can be evicted.

Do I still have to pay any rent that came due before or during the moratorium period?

Yes, in all cases tenants must pay the rent in effect prior to April 1, 2022, plus any increase on or after that date 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 – May 26, 2023) 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 is considering a rent stabilization ordinance and we encourage members of the public to attend Council meetings and workshops when the topic is discussed. If the Council wishes to pursue rent stabilization, the goal will be to have it in place prior to the expiration date of the moratorium (May 26, 2023). Members of the public who attend Council meetings and workshops have the ability to speak on each item on the agenda. 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 90 days' notice of any rent increase. If you believe you were not given a 90-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.