

# City of Portland, Maine

## Rental Housing Rights

### **Tenant/Landlord Rights and Responsibilities**

The relationships between tenants and landlords in Portland are governed, in part, by the City of Portland Code of Ordinances and the State of Maine statutes, and cover a wide variety of topics. There are various resources for additional information, including [Pine Tree Legal](#) and the State of Maine's publication "[Consumer Rights When You Rent an Apartment](#)", and others. It is recommended that concerned individuals obtain professional legal advice, as necessary.

### **Rent Control**

Landlords of rental units in Portland, that are not otherwise exempt, may only increase the rent once within a rental year. Before increasing rent, a landlord must give tenants written, signed notice at least 90 days in advance. That notice must include the date the tenancy began, the date of the rent increase, the amount of the increase, any remaining Banked Rent that has not been included in the increase and the reasons for the rent increase.. Generally, unless additional amounts are approved by the Rent Board, annual rent increases for existing tenants may not exceed the *Allowable Increase Percentage as defined by the City Code*.. Landlords may increase rent an additional 5% when a new tenant begins occupying the unit. A landlord may not raise the rent more than 10% in one year.

### **Termination of Tenancy**

Landlords must provide all tenants at least 90 days written notice before terminating a tenancy without cause.. If a landlord provides an amount equal to 1 months' rent reimbursement to the tenant, tenancies may be ended by notice at least 60 days before they must move out. If two months' rent is provided in reimbursement, tenancies may be terminated by notice at least 30 days before they must move out. Landlords do not have to provide a reason for asking the tenant to leave.

A landlord may terminate a tenancy at will for cause with a minimum 7-day written notice if the tenant: (1) has caused serious damage to the apartment and has not repaired the damage; (2) has been a nuisance to other tenants or neighbors; (3) has made the unit unlivable or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; or (5) is 7 days or more behind in rent.

### **Prohibited Discrimination**

Housing discrimination on the basis of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status is prohibited by the City of Portland and the State of Maine. Landlords may not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies. Landlords may not refuse to rent or negotiate, deny a dwelling, or otherwise make unavailable, or retaliate, due to a tenant's participation in a Tenant Union. Unless a unit is otherwise exempt, landlords must also comply with reasonable requirements of any subsidy program, including filling out paperwork, allowing inspections, and making reasonable repairs.

### **Concerns, Complaints, or Questions**

If you have questions about the City's ordinances on rent control and tenant protections, think your landlord has violated the City's ordinances, or want to file an appeal with the Rent Board, please contact the Housing Safety Office at [housingsafey@portlandmaine.gov](mailto:housingsafey@portlandmaine.gov) or 207-756-8131

Required Forms & Informational Material

Landlords must provide the following informational material and forms to tenants:

- The City of Portland Rental Housing Rights Document (above)

Forms required by the State of Maine:

- [Energy Efficiency Disclosure](#)
- [Lead Paint Pamphlet - “Protect Your Family From Lead in Your Home”](#)
- [Lead Based Paint Disclosure Form](#)
- [Smoking Policy Disclosure](#) (To be drafted by the landlord)
- [Radon in Rental Housing Pamphlet](#)
- [Radon Disclosure](#)

\*Please contact the agency providing the document for translation\*

By signing below, landlords and tenants acknowledge that they have read and understand the information contained within this document and landlords have provided tenants with copies of the informational material and forms noted above.

Landlord	Date
Tenant	Date
Tenant	Date
Tenant	Date