



Welcome to the
Southern Maine
Landlord Association

Promoting advocacy, education and better
business for landlords in our community

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Thank you to our members
Thank You • Donate • Contact Us

Click [here](#) to download all the resources in our welcome packet in one easy-to-print pdf file.

SOUTHERN MAINE LANDLORD ASSOCIATION • SMLAMaine.com



**SOUTHERN MAINE
LANDLORD ASSOCIATION**

WELCOME

TO THE SOUTHERN MAINE LANDLORD ASSOCIATION

Purpose

The SMLA works to:

- promote communication and cooperation of owners, managers and partnerships with local businesses to increase investments in rental property and,
- educate the public, public officials, legislators, and tenants on the services and investments of landlords in our community.

Vision

The SMLA serves local landlords by providing **resources, advocacy and education** on behalf of landlords in our community.

As a member of the SMLA you gain access to our exclusive network of landlords, invitations to our monthly membership meetings and regular updates on regulations, policies and information affecting local landlords.

Find updates on our events on our website:
SMLAMaine.com/Events

Welcome Packet

The SMLA has gathered this collection of resources for landlords in our membership. These documents and forms will help you navigate local, state and federal policies affecting landlords in Southern Maine.

In this packet you will find:

- The Fair Housing Applicant Inquiry Guide
- City of Portland Rental Housing Rights
- City of Portland Rent Control Ordinance FAQs for Landlords
- Smoking Policy Disclosure Form
- Disclosure of Radon Gas on Rental Property Form
- Radon is Rental Housing Factsheet
- Disclosure of Lead Paint Hazards Form
- Tenant Agreement to Lower Temp Form



HOUSING APPLICANT INQUIRY GUIDE

CATEGORY	EXAMPLES OF LAWFUL INQUIRIES	EXAMPLES OF UNLAWFUL INQUIRIES
ANCESTRY/ NATIONAL ORIGIN	<ul style="list-style-type: none"> • Whether applicant is a U.S. citizen. • Whether applicant is legally eligible to remain permanently in the U.S. • Applicant's current address. • How long applicant has lived in this State or local community. • Former places of residence when necessary to check references. 	<ul style="list-style-type: none"> • Nationality, lineage, ancestry, descent, or birthplace of applicant or relatives. • Applicant's native or primary language. • How applicant acquired the ability to read, write, or speak a foreign language. • Maiden or former name (unless necessary to check references). • Photograph with application. • How long applicant has lived in the U.S.
RELIGION		<ul style="list-style-type: none"> • Religious denomination, affiliation, place of worship, religious leaders, or religious holidays observed. • Name of religious leader as reference.
RACE	<ul style="list-style-type: none"> • Criminal convictions that are related to ability to comply with lease. 	<ul style="list-style-type: none"> • Race of applicant or relatives. • Complexion or color of skin or eyes. • Photograph with application. • Arrest record.
SEX/ PREGNANCY	<ul style="list-style-type: none"> • Names of persons in household. 	<ul style="list-style-type: none"> • Whether applicant is pregnant, has children, or plans to have children. • Marital status. • Maiden name. • Questions asked only of one sex but not of the other, e.g., asking only women about ability to mow lawn or shovel snow. • Sex of persons in household.
FAMILIAL STATUS	<ul style="list-style-type: none"> • Number of persons in household. 	<ul style="list-style-type: none"> • Number of children in household. • Ages of persons in household (unless related to "housing for older persons" exception). • Pregnancy, future childbearing, custody, or adoption plans.
SEXUAL ORIENTATION		<ul style="list-style-type: none"> • Sexual orientation, gender identity, or gender expression of applicant. • Relationship between household members. • Marital status. • Name of spouse or significant other. • Photograph with application.
DISABILITY	<ul style="list-style-type: none"> • Whether the person is able to meet the requirements of the lease or rental agreement, if provided with reasonable accommodations for disability, provided this question is asked of all applicants. • If person requests reasonable accommodation or modification, the person may be asked for verification of disability and need for accommodation or modification. • Whether person has a pet. 	<ul style="list-style-type: none"> • Whether the person has any health conditions, unless to determine qualification for a housing program for people with disabilities. • Whether applicant has or has had an alcohol or drug addiction problem. • Whether person needs reasonable accommodations or modifications in order to have equal enjoyment of the premises, unless first requested by the applicant. • Whether person has service, therapeutic, or support animal, unless first identified by the applicant.
Other	<ul style="list-style-type: none"> • Smoking (or non-smoking). 	
RECEIPT OF PUBLIC ASSISTANCE (such as Section 8, TANF, and General Assistance)	<ul style="list-style-type: none"> • The Maine Human Rights Commission recommends that owners and managers avoid making oral or written inquiries that might make a person believe that they were denied housing because of their status as a recipient of public assistance. • It is not unlawful to ask an applicant how he or she intends to pay the rent. 	

MAINE HUMAN RIGHTS COMMISSION

51 STATE HOUSE STATION

AUGUSTA, MAINE 04333-0051

PHONE: (207) 624-6290 ▾ FAX: (207) 624-8729 ▾ TTY: 1-888-577-6690
www.maine.gov/mhrc

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 75 days in advance. That notice must include the date the tenancy began, the date of the rent increase, and the reasons for the rent increase. Rent may only be increased for certain reasons and by certain amounts, such as the increase in the Consumer Price Index, certain increases in taxes, where there is a new tenant, or if a landlord requests special permission from the Rent Board. A landlord may never raise the rent more than 10% in one year.

Tenants at Will

When a tenant rents a housing unit without a written lease that tenant is a "tenant at will". Unless the unit is exempt, for tenants at will, landlords must typically provide at least 90 days written notice to tenants before they must move out. If a landlord provides \$500.00 reimbursement to the tenant, tenancies-at-will maybe determined by notice at least 60 days before they must move out. If \$1,000.00 in reimbursement is provided, tenancies-at-will may be determined 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 evict a tenant at will 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 uninhabitable or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; and (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. 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 housingsafety@portlandmaine.gov or 207-756-8131

Revised March 2021

Required Forms & Informational Material

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

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

- Energy Efficiency Disclosure

<https://www.maine.gov/mpuc/online/forms/EnergyEfficiencyDisclosure.html>

- Lead Paint Pamphlet - “Protect Your Family From Lead In Your Home”

<https://www.epa.gov/lead/protect-your-family-lead-your-home>

- Lead Based Paint Disclosure Form

- Smoking Policy Disclosure(To be drafted by the landlord)

- Radon in Rental Housing Pamphlet

<https://www.maine.gov/dhhs/mecdc/environmental-health/rad/radon/documents/2019tipsheet11.pdf>

- Radon Disclosure

<https://www1.maine.gov/dhhs/mecdc/environmental-health/rad/radon/documents/Maine%20radon%20gas%20disclosure-final.pdf>

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

Revised March 2021



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Permitting and Inspections Department

RENT CONTROL ORDINANCE – LANDLORD FAQs

This is not a comprehensive summary of all the requirements of City Code, please refer to the Code of Ordinances and consult with an attorney to ensure compliance with all Federal, State, and municipal regulations

1. Does the Rent Control Ordinance apply to all rental units in Portland?

The ordinance applies to all rental units in Portland, including short-term rentals, unless otherwise exempt. The following types of units are exempt from the limits placed on rent increases:

- Units in a landlord-occupied building containing either 2, 3, or 4 dwelling units;
- Units where rent is publicly controlled or subsidized (such as Section 8, GA, etc.);
- Accessory dwelling units;
- Units owned, operated, or managed by governmental housing authorities (such as Portland Housing Authority);
- Accommodations in a hospital, convent, church, religious facility, or extended care facility; and
- Dormitories owned and operated by an institution of higher education or by Portland Public Schools

2. What is the Base Rent for my units?

The Base Rent is the rent charged for the unit as of June 1, 2020.

3. How much can I increase rents?

There are multiple allowable increases outlined in the ordinance. Some increases may only be enacted starting in 2022. A landlord may only increase rent once within a *Rental Year* by no more than 10% of base rent. Allowable increases over 10% may be “banked” for subsequent years. (Examples of allowable increases are included at the end of this document)

- i) Annual Increase Percentage: equal to the change in the Consumer Price Index for the Greater Boston Metro Area, the rate will be published by the City of Portland’s Housing Safety Office. Rent may not be raised using the annual increase percentage until January 1, 2022 at the earliest.



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Permitting and Inspections Department

- ii) Tax Rate Rent Adjustment: if Portland's property mil rate changes, a landlord may increase rent equal to the actual increase in property taxes attributable to the individual covered unit. Rent may not be raised using the tax rate rent adjustment until January 1, 2022.
- iii) New Tenancy: A landlord may increase the rent by 5% of their base rent when a new tenant occupies a unit. This may only be used once per year.
- iv) Banked Rent: If a landlord could have increased rent in previous years but did not, they may increase rent by this amount at a later date. Landlords will not have banked rent available until 2022.
- v) Additional Rent Board Approved Increases: A landlord may seek approval from the Rent Board by applying for a hearing to increase rent for:
 - (a) Capital improvement costs, such as renovations;
 - (b) Uninsured repair costs;
 - (c) Increased Housing Service costs; and
 - (d) Any additional increase to allow for a "fair rate of return".

4. What kind of notice must I give tenants for a rental increase?

Before increasing the rent of a Covered Unit, you must give tenants notice of any rent increase at least 75 days in advance. The notice must be in writing and must include the date you started renting the unit, the date the increase will take effect, and the reasons for the increase in rent (as described in question 3 of this FAQ).

5. How much notice must I give tenants before evictions?

Regardless of the arrangement, a landlord can evict a tenant with 7 days' notice "for cause", such as if the tenant destroys property or violates certain terms of the agreement. Otherwise, the amount of notice required depends on the type of arrangement that you have with your tenant:

- If you have a tenant-at-will (you never had a lease), then you must provide a tenant with 90 days' notice, unless you reimburse the tenant for the



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inconvenience of terminating their tenancy on 60 days' notice (\$500) or 30 days' notice (\$1,000).

- If you have a lease, or have a holdover tenancy (meaning that you had a lease that has ended, but you have allowed a tenant to stay month to month), then the City's Rent Control Ordinance does not apply and you must comply with State laws on evictions.

6. What other requirements should I be aware of under this new ordinance?

This is not a comprehensive list of all the requirements of City Code, please refer to the Ordinance and consult with an attorney to ensure compliance with all Federal, State, and municipal regulations.

- Landlords must provide tenants with the [City's Rental Housing Rights Document](#) at the start of a unit's rental and any time the document is updated. This document can be found on the City of Portland Housing Safety webpage.
<https://www.portlandmaine.gov/DocumentCenter/View/15192/Rental-Housing-Rights-Document>;
- Keep a signed acknowledgement of the receipt of the [City's Rental Housing Rights Document](#) on file for three years;
- Landlords may not discriminate against tenants on the basis of their source of income or participation in various types of subsidized housing programs, such as Section 8, General Assistance, and others.
- No provision of the ordinance may be waived by a tenant, by agreement or otherwise.
- Landlords may not attempt to coerce tenants into waiving their rights, such as by threatening to evict the tenant if they do not agree to an illegal rent increase.



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EXAMPLES OF ALLOWABLE RENT INCREASES

These are examples only, please consult with an attorney with questions about your specific situation

1. Annual Increase Percentage Example: The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to the change in the Consumer Price Index for Greater Boston Metro Area.

Base Rent x CPI% = Allowable Annual Increase Percentage

● *Example:* Assume Base Rent is \$1,000/month and CPI for Greater Boston Metro Area is 3%.

\$1,000 x 3% = \$30 increase in rent per month

2. Tax Rate Rent Adjustment Example: The tax rate rental adjustment is equal to the actual increase in property taxes attributable to the individual Covered Unit if the City mil rate changes. Note: the City mil rate changed in 2021, so a tax rate rent adjustment is available for landlords who saw an increase in their taxes from 2020-2021.

● *Example 1:* Assume 3-unit building; Base Rent = \$1000/month per unit; 2021 property taxes = \$12,000; 2022 property taxes = \$14,880

First, figure out the actual increase in property taxes:

(Actual taxes due in 2022) – (Actual taxes paid in 2021) = actual tax increase

\$14,880 - \$12,000 = \$2,880

Then attribute that amount among the covered units.

\$2,880 / 3 units = \$960 per unit for the year

\$960 / 12 months = \$80 (new rent = \$1080)

Ensure that the rent increase does not exceed 10% of Base Rent

\$80 increase / \$1,000 Base Rent = .08 (8% increase)

If not all units are equal in a building, the landlord should attribute the tax increase between units in a reasonable manner, depending on the circumstances. This could be apportioned based on relative value, square footage, rent amount, etc.

● *Example 2:* Assume Base Rents for three units were \$1,250, \$1,000, and \$750, using the same above tax valuation. Landlord chooses to apportion allowable tax rate rental increase based on relative rental rates of the units.

First figure out the total rents for the property:

\$1,250 + 1,000 + 750 = \$3,000/month



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$\$3,000 \times 12 = \$36,000/\text{year}$

Then divide the actual tax increase by the yearly total rent:

$\$2,880 / \$36,000 = .08$

Each rent could be raised by 8%. Monthly rent increases for each apartment are:

$.08 \times \$1,250 = \100 (new rent = \$1350)

$.08 \times \$1,000 = \80 (new rent = \$1080)

$.08 \times \$750 = \60 (new rent = \$810)

3. Banked Rent Example: If a landlord could have increased rent in previous years but did not, they may increase rent by this amount at a later date. A landlord may not raise rent more than 10% in a rental year.

● *Example 1:* Landlord is eligible for a 3% Annual Increase Percentage increase in 2022 but does not raise rents at all that year.

Landlord can “bank” that 3% for 2023 or beyond.

● *Example 2:* Landlord is eligible for a 3% Annual Increase Percentage increase, an 8% Tax Rate Rent Adjustment increase, and a 5% new tenant increase for a total of 16% in 2022.

Landlord could increase rents 10% of Base Rent in 2022 and “bank” 6% for 2023 or beyond.

Landlord could increase rents 8% of Base Rent in 2022 and “bank” 8% for 2023 or beyond.



Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: _____

Street Address (including Rental complex name if applicable): _____

A radon test in the unit identified above or in other parts of your building was completed on ____/____/_____.
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was _____ pCi/l. A copy of the original results report is available for viewing by the Tenant . Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester ___ /the landlord ___ /a Tenant ___
If tested by a Maine-registered radon tester, their Maine Radon ID number is _____

Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, *Radon in Rental Housing-A Serious Hidden Danger to Family Health*, is attached.

ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

Landlord or Agent (printed) _____ Date _____

Landlord or Agent (signed) _____ Date _____

Tenant (printed) _____ Date _____

Tenant (signed) _____

Tenant (printed) _____ Date _____

Tenant (signed) _____ Date _____

Radon in Rental Housing

A Serious Hidden Danger to Family Health

Radon Tipsheet #11

September 2011



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires landlords to test all residential rental properties by March 1, 2014, and re-test every 10 years.

Simple air tests can show whether radon levels are safe. Only registered radon testers can conduct a radon test. They will put radon test devices in the building, usually in the basement or in ground floor units. Sometimes they will test units on other floors.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, **costing time and money for the landlord and tenant.**
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, your landlord must get the problem fixed within six months.

Only registered radon reduction contractors, called radon mitigators, can fix high radon levels in rental housing. Radon mitigators can install the proper system to make sure that your home and all the others in your building, have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working. In addition, landlords must conduct a re-test of the building every 10 years.

Protect your family. Learn. Test. Treat if needed.

- Check this website: www.MaineRadiationControl.org
- For advice: **1-800-232-0842** radon.dhhs@maine.gov • **TTY: 800-606-0215**



Maine Center for Disease
Control and Prevention
An Office of the
Department of Health and Human Services

Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

SAMPLE SMOKING POLICY DISCLOSURE FORM

The Maine Smoking Policy Awareness Law (Public Law 2011, chapter 199) requires that landlords disclose the “...policy regarding smoking on the premises...”

“Smoking” is defined as carrying or having in one’s possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke.

This form provides written disclosure of the smoking policy at (address):

The smoking policy for this property is:

- Smoking is not allowed on the entire premises
 Smoking is not allowed in:

- Inside all units
 Inside all common areas, such as hallways or laundry rooms¹
 Outside within ____ feet of the building
 Outside on porches, patios, and yards adjacent to the units
 Other: _____

- Smoking is allowed in designated outdoor smoking area, located: _____
 Smoking is permitted on the entire premises, excluding indoor common areas²

Acknowledgements:

I have read and understand the smoking policy described above and agree to comply with the smoking policy at (address): _____

Tenant Printed Name: _____

Tenant Signature: _____ Date: _____

Landlord/Owner’s Representative Printed Name: _____

Signature: _____ Date: _____

¹ Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms

² Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms

Agreement to Lower the Temperature

The landlord _____ and the tenant
_____ for a unit located at

Agree as follows:

1. The parties agree that the landlord can lower the temperature to _____.
(can't be lower than 62° Fahrenheit)
 - It is illegal for the parties to agree to a temperature of less than 62°. Any agreement that allows for a temperature in the rental unit at less than 62° is null and void.
 - The parties agree that this temperature will be for the following hours and/or days of the week: _____.
2. In return for agreeing to a lower temperature, the landlord agrees to lower the rent from \$ _____ to \$ _____, per month, and/or give the tenant the following: _____.
3. Is a member of the tenant's household over age 65? (Must check a box.)
____ (yes) ____ (no).

Note: It is **illegal** for the parties to enter into an agreement for the temperature in a rental unit to be kept at less than 68 degrees, if a member of the tenant's household is over the age of 65. An illegal agreement can not be enforced.

4. Is a member of the tenant's household under age 5? (Must check a box.)
____ (yes) ____ (no)

Note: It is **illegal** for the parties to enter into an agreement for the temperature in a rental unit to be kept at less than 68 degrees, if a member of the tenant's household is under the age of 5. An illegal agreement can not be enforced.

Either the landlord or the tenant can end this agreement at any time. You must give reasonable notice before you end it.

A tenant must tell the landlord if someone under age 5 or over age 65 starts to live with the tenant. Then this agreement will end.

Tenant Signature

Date

Landlord Signature

Date

One copy of this agreement must be given to the Tenant.

Form to Revoke Agreement

I hereby revoke this agreement as of _____.
Date

Signature of Landlord or
Tenant

Date of this Notice

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: _____

This rental unit meets/ does not meet/ partially meets (check one)
the minimum energy efficiency guidelines suggested below for rental units
in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) % unknown Test date: _____
Exposed pipes or ducts in unheated crawl space insulated? yes no

Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no

Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown
Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown
Insulation thickness: inches or R-

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e
 (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

For further information about energy efficiency, contact **Efficiency Maine, 1-866-376-2463**

Signatures: **Landlord:** _____ **Tenant:** _____ **Date:** _____
This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

*Available on the Maine Public Utilities Commission or Maine State Housing Authority
web pages (www.maine.gov/mpuc or www.mainehousing.org)*

May 12, 2006

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Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal *foil*.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

THANK YOU

FOR YOUR MEMBERSHIP TO THE SMLA!

Thank you for your membership in our community of landlords.

Your supports allow to provide valuable resources, updates and services to local landlords in our community.

Please visit our website for the most up to date resources and updates for landlords.

You can support or efforts to educate, provide resources, and advocacy for landlords in our community by making a [donation to the SMLA](#) on Paypal.

- Visit [paypal.com](https://www.paypal.com)
- Search @SMLAMaine or *Southern Maine Landlord Association*
- Make a contribution of any size!

Click [here](#) or on our logo to download all the resources in our welcome packet in one easy-to-print pdf file!

Contact Us

The SMLA staff work hard to provide resources, support and our monthly meetings to our membership!

As a member you have access to our staff to provide technical support, hear your thoughts, and help you navigate local, state and federal policies that affect landlords in Southern Maine.

Please contact us with any questions, concerns or thoughts you may have.

Administrator
admin@smlamaine.com

Technical Coordinator
technicalsupport@smlamaine.com



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