

Rights of Maine Renters: Eviction

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Introduction

This article answers some common questions renters in Maine have about their rights. Each state has different laws protecting renters - this article only covers the law in the state of Maine. If you live outside of Maine and are looking for help or information, try the [LSC Legal Aid Finder](#) or search for rights of tenants or renters in your state.

If you are looking for specific information and resources about the steps to take if your landlord is trying to have you evicted, our article '[What Can I Do if My Landlord is Trying to Evict Me?](#)' will be helpful. This article has more broad and general information about your rights as a renter when it comes to eviction, the other is more of a step-by-step guide to what to do if and when your landlord tries to have you evicted – and where you can get help.

Can my landlord turn off my utilities or change the locks on my door or kick me out without going to court?

No! It is illegal in the state of Maine for your landlord to throw you out by force. Your landlord must get a court order before they evict you.

If your landlord tries to get around this by changing the locks, taking your property, or shutting off any of your utilities, they have broken the law. If you take them to court and ask for immediate help, the court may stop the landlord and order them to pay you for your losses or \$250.00, whichever is greater, plus your court costs. If you have a lawyer and you win the case, the court can also order your landlord to pay your attorney's fees.

NOTE: The electric company must determine if tenants are living in a place before cutting off service at the owner's request. If you agree to put the service in your name and you pay the bills going forward, the electric company cannot cut you off. This applies to all utility companies that are regulated by the Maine Public Utilities Commission (PUC), including water, telephone land line, and natural gas companies.

Does my landlord have to have a reason to evict me?

This depends on whether you are a tenant at will or have a written lease.

If you have a written lease

Your landlord probably has to have a reason to evict you. This is also the rule if you live in **subsidized housing** or own your own home in a **mobile home park**.

If you are a tenant at will (no lease)

Your landlord can evict you without giving a reason. But, they must give you 7 day notice or 30 day notice in writing. There are some exceptions to this, explained below.

Does my landlord have to warn me before I can be evicted?

Yes. The type of notice depends on what type of tenancy you have.

If you have a written lease

- Your landlord can evict you for a "material breach" of the lease. This means that you have violated one of your major duties under the lease, such as payment of rent, not disturbing other tenants, not causing major damage, or some other "material" lease clause. **Know what your lease says so that you will know exactly what you have agreed to.** (Note: You have a similar right if your landlord "materially breaches" the lease. [Read more here.](#))
- If you have "materially breached" the lease, your landlord can serve you with a notice to quit, which may or may not be a 7 day notice, depending on what your lease says. The notice must advise you of your right to contest the eviction in court. [Read about more 7-day notice rules below.](#)
- **End of lease term.** If your lease does not say that it automatically renews when the lease term ends, your landlord can go to court without giving you any notice. They can only do this during the seven days following the end of your lease term. For example, you have a one year lease that ends on August 31, 2022. Your landlord may file a court complaint between September 1 and September 7 2022, asking for an eviction order without giving you a notice first. (**If your rent is subsidized**, your lease probably renews automatically, so this paragraph does **not** apply to you.)

If you are a tenant at will (no lease):

Your landlord must give you either a 30-day or 7-day written notice to leave, or they can combine both of these into one notice. Any notice must advise you of your right to contest the eviction in court. This is called a "Notice to Quit."

30-day written notice

Your landlord can evict you with 30 days notice for almost any reason or no reason.

Exceptions: You may be able to stop the eviction if your landlord is evicting you because of "retaliation" or "illegal discrimination." Read [Retaliation defense](#) and [Discrimination defense](#).

The notice must not terminate the tenancy until the last date for which rent has been paid, or later. For example, if your rent is paid through the end of June, your notice period cannot end before June 30th. Also, the notice must give you a full 30 days. (Example: A notice ending the tenancy on June 30 must be given to you no later than May 31.) If the notice does not follow these rules, you may be able to stop or delay the eviction. Get legal advice.

7-day written notice

To evict you with a 7-day notice, your landlord must have a reason and state that reason in writing. If you are a tenant at will (no lease), the reason must be one of these:

- You have **seriously** damaged the apartment and have not repaired the damage.
- You have been a "nuisance" to other tenants or neighbors. (Examples: You pick fights with your neighbors, don't let them sleep, or destroy their property.)
- You have made the apartment unlivable or unfit to live in.
- You have changed your door locks and have refused to give your landlord a duplicate key. ([Read more about this rule](#)).
- You are 7 days or more behind in rent.

If the reason is that you have not paid your rent (and you are a tenant at will), the notice **must include** these two sentences:

"If you pay the amount of rent due as of the date of this notice before this notice expires, then this notice as it applies to rent arrearage is void."

"After this notice expires, if you pay all rental arrears, all rent due as of the date of payment and any filing fees and service of process fees actually paid by the landlord before the writ of possession issues at the completion of the eviction process, then your tenancy will be reinstated."

This means that if you are a tenant at will you can stop the eviction by paying the rent you owe. After 7 days, if you do not pay what you owe before your next rent date, you have to pay both months' rent to stop the eviction. You can still stop the eviction by paying all rent owed even after the landlord takes you to court to get an eviction order. But to stop the eviction then, you have to pay all of the rent due **and** the landlord's court costs. These costs are:

- cost of serving the court papers
- court filing fee

Your last chance to stop the eviction is just before the court issues the "writ of possession." Your landlord can get this "writ" **7 days** after they get the Court order.

Does the landlord, or their agent, have to give me the "Notice to Quit" in person?

Yes. In a tenancy at will, the landlord, or their agent, must deliver the 7-day or 30-day notice to the tenant in person. The notice does not have to be served by a sheriff.

Exception: The landlord, or their agent, must make 3 good faith efforts to hand deliver you the notice. If they still cannot find you after 3 tries, they can mail you the notice and leave a copy at your home.

What if I rent my home from my employer?

If your landlord is also your employer, they may be able to go to court to evict you without first giving you a written notice to quit. Get legal advice. Your landlord must still go to court to evict you.

What if I do not move out after I get an eviction notice?

Your landlord must go to court to evict you! If you do not move out by the end of the notice period, then your landlord can have you served with court papers. The court case is called a "Forcible Entry and Detainer." (This does **not** mean that the landlord can enter your home by force or detain you.) The papers say that your landlord is trying to have you evicted. They ask the court to hold a hearing, to decide if you can be evicted. If you want to fight the eviction, you have a right to be heard in court. **A landlord cannot force you to leave without a court order.**

Here is what will happen:

Being served a summons and complaint

- A deputy sheriff will give you court papers: a summons and a complaint.
- The landlord can have these papers served on you any time after the end of the notice period.
- The summons will tell you the date, time, and place of the court hearing.
- You must get the papers at least 7 days before the court hearing.
- The officer must make a good faith effort to deliver the papers in hand at least 3 times on 3 different days. If that doesn't work, then the landlord may mail you the notice and leave a copy at your residence where you are likely to find it (such as posting on your door). Then the landlord must file an affidavit with the court swearing to the steps they have taken to notify you.
- If you cannot get a lawyer to help you, [read more about how to handle an eviction in our article 'What Can I Do if My Landlord is Trying to Evict Me?'](#) - it has more detail about what you should do.
- **Seek legal advice immediately.**

Eviction court hearing

- If you can't come to an agreement with your landlord, you can have a hearing. [Read more about how to get ready for a court hearing.](#)
- At the court hearing the landlord will tell the judge what notice they gave you and why they want to evict you. Then you have a chance to explain why you should not be evicted. Read more in the next section about some of the most commonly used defenses to eviction in Maine
- **Be on time for your hearing.**
- If you end up going to the hearing without a lawyer, ask for a **recorded hearing**. Send a letter to the court ahead of time. Your request should be at least 24 hours in advance. Then ask for a recording again when you get to court.
- The Judge may tell you that you must go to "mediation" before having a court hearing. If you do not come to an agreement during mediation, then you will go on to a formal court hearing. Don't agree to anything you don't understand, or can't afford.

Common Eviction Defenses in Maine

Improper notice defense

Your landlord must follow all of the notice rules. (Most of the notice rules are [explained above](#).) If you think that your notice to quit did not meet all of the rules, explain that to the judge. If the judge finds that your landlord did not follow all of the notice rules, then the landlord loses and will have to start the eviction process all over again.

Unsafe or unfit housing defense

If your landlord is trying to evict you because you are behind in paying rent, you may be able to stop the eviction if you didn't pay because of serious problems with your home that the landlord refused to fix. This is called a "warranty of habitability defense" because the landlord has broken their promise to rent you a safe home. (See [Rights of Maine Renters: Unsafe or Unfit Housing](#).)

If the judge finds that the landlord has not fixed serious problems that you told them about, then you can ask the court:

- To let you out of your lease,
OR
- To let you stay and to pay a lower rent until the landlord makes your home safe. If you stay, the judge will also decide how much back rent you must pay, at the lower rate.

Retaliation defense

In the last six months, if you:

- complained to the city or town of code violations

- asked your landlord in writing to do necessary repairs
- filed a fair housing (discrimination) complaint with the government,
- are the victim of domestic violence, sexual assault, stalking ([read more](#)) or
- started or joined a tenants' union,

You might have a retaliation defense. Your landlord should not be allowed to evict you unless they can show a different reason they need to evict you. If you don't come to an agreement with your landlord, you should tell the judge you have a retaliation defense if you have done any of the above things in the last six months.

Warning: If the landlord convinces the judge that they are trying to evict you for some other good reason (like causing a "nuisance"), then you may still be evicted. Also, the law does not allow this defense where the eviction is based on failure to pay rent or causing substantial damage to the premises **unless** you had tried to use "[repair and deduct](#)" because of bad living conditions. [Different rules apply to protect victims of domestic violence, sexual assault or stalking.](#)

You also have the right **not** to pay an unlawful rent increase and **not** to pay for common utilities. (See articles on [Rights of Maine Renters: Paying Rent](#) and [Rights of Maine Renters: Heat and Utility Charges for Common Areas.](#))

If your landlord is trying to evict you for one of these reasons, explain that to the judge. These defenses **might** stop the eviction.

Discrimination defense

You should not be evicted because of your:

- race
- color
- sex
- sexual orientation
- physical or mental impairment
- religion
- ancestry or national origin
- getting public assistance,
- getting (or trying to get) an order of protection against someone else, or
- being a single parent, being pregnant or having children

[Read more about Discrimination.](#)

Note: If you or someone in your family has a disability, most landlords must allow for "reasonable accommodations" to help you stay in your home. You can ask for this help even after you get an eviction notice. A court should not allow your landlord to evict you if your

landlord has not tried a “reasonable accommodation.” Try to get a lawyer to help you with this defense. [Read more in our article about Housing Protections for People with Disabilities and Their Families.](#)

Caution: Your landlord may have more than one reason for trying to evict you. Even if you have a good defense to one of the reasons, the judge may still allow the eviction if the landlord has another good reason why they want you to move out.

Will the court give me extra time to move?

Most judges do not believe that the law gives them the power to grant extra time where you have no legal defense. You may try to negotiate with the landlord or their lawyer for some extra time. Or, if you have the option to talk to a court mediator, you can try to get an agreement for extra time through mediation. But unless you have an agreement, the court will probably not delay the eviction.

Can I be evicted during the winter or if I have children?

Yes. Maine law allows your landlord to evict you at any time during the year and even if you have children. But, you cannot be evicted **because** you have children. [More on Illegal Discrimination](#)

Note: If you are evicted, your children still have the right to be in school. Read KIDS LEGAL information on: [Rights of Homeless Students to Attend School.](#)

What happens if I do not go to the eviction hearing in court?

If you do not go to the court hearing and your landlord does, you will lose. The judge will most likely enter a "default judgment" against you. Then the landlord can go back to court 7 days later and get a "writ of possession."

If you owe the landlord money for rent or damages, they cannot get a court order for this at the eviction hearing. They can only ask for an eviction order. Your landlord can sue you later, if they want to, for any money you owe.

What happens if I go to court and lose?

If the court rules against you and you do not appeal, then your landlord can get a "writ of possession" from the court 7 days later.

What is a "writ of possession?"

This paper comes from the Court and gives the landlord the right to get their property back from you. Your landlord can ask a deputy sheriff or constable to give you a copy of the "writ."

You must move out of your apartment within 48 hours after getting the "writ." If you do not move out, you will become a trespasser. The landlord then, and only then, has the right to have the police remove you by force (and to put your things in storage at your expense).

Can I appeal my case?

Yes. You can appeal your case if you believe that the court's decision was wrong.

There is an appeal deadline. Any appeal must be filed before the "writ" issues (see above). To be safe, file the appeal with the District Court within **6 days** of the day the judge signed the order against you. (The absolute deadline is 30 days from the judgment, if a "writ" was not issued earlier.)

On appeal you can have a new trial with a jury. To get a jury trial, you must prove to the Court that you and your landlord disagree about the **facts** of the case. If you only disagree about what the **law** means, the appeals court will only review the record of your first hearing to see if the judge made any legal mistakes in deciding the case.

Be prepared to pay rent to the landlord or into a court escrow account while your appeal is pending.

If you want to appeal, especially if you are going to ask for a jury trial, try to get a lawyer. This would be hard to do on your own. The [court provides an appeal form here](#), but completing and filing the form is only the first step of pursuing an appeal.