



## CITY OF BANGOR

### City of Bangor, Maine Rental Housing Rights

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

The relationships between tenants and landlords in Bangor and the law of tenancy-at-will are governed in part by the City of Bangor 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](#), 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.

#### **Notifying Tenants of Rent Increases**

Landlords of rental units in Bangor must give tenants at least sixty (60) days' written notice of any rent increase.

#### **Rental Application Fees**

Landlords may not charge a rental application fee. A landlord may list a rental property on an internet real estate market place (like Zillow) which may charge an application fee or a screening fee to those who use the market place.

#### **Screening Fees**

A landlord may charge a screening fee to a successful applicant who is to be a tenant in the housing unit, but only up to \$75 or the actual cost of the screening process for each adult tenant who will be living in the unit, whichever is less. The screening fee may only be required to be paid when the first month's rent is due, and not before.

#### **Discrimination Prohibited**

Housing discrimination on the basis of race, color, sex, sexual orientation or gender identity, physical or mental disability, religion, ancestry, national origin, or familial status is prohibited by the City of Bangor and the State of Maine. Landlords may not refuse to rent or impose terms of tenancy on any tenant who is a receiver of federal, state, or local public assistance, including medical assistance and housing subsidies, primarily because of the individual's status as a receiver of the assistance. Unless a unit is otherwise exempt, landlords must also comply with reasonable requirements of any subsidy program, including filling out paper work, allowing inspections, and making reasonable repairs. Complaints of discrimination may be made to the State of Maine Human Rights Commission by calling (207) 624-6290 or online by going to <https://www.maine.gov/mhrc>.

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

If you have questions about the City's ordinances on tenant protections, or if you think your landlord has violated the City's ordinances, please contact the City's Code Enforcement Office at (207) 992-4230, emailing [code.enf@bangormaine.gov](mailto:code.enf@bangormaine.gov) or by visiting [www.bangormaine.gov/tenantsrights](http://www.bangormaine.gov/tenantsrights).



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## Violations of the Implied Warranty of Habitability

Maine law gives tenants an “implied warranty of habitability.” This means your landlord has to repair any condition that endangers or materially impairs the health or safety of a tenant. Some examples of violations include:

- Toilet, sink, or other plumbing fixtures in disrepair
- Lacking smoke or carbon monoxide detectors
- Lacking fire escape and/or graspable handrail
- Undrinkable, contaminated, or leaking water
- Electric system in disrepair, exposed wire
- Windows that don’t open for escape from fire

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

- The City of Bangor Rental Housing Rights Document (this document)

Forms as 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 in this document, and that the landlord has provided the tenant with copies of the informational materials and forms noted above.

Landlord: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_