

## **RENTER'S RESPONSIBILITIES**

**Comply with your lease or rental agreement.** Your most important responsibility as a resident is to comply with the rental contract and policies relating to rental housing rules. If you do not, you may be asked to move out. Be sure to read and understand what is expected of you before you sign the rental agreement.

**Before moving in, make a *move-in* checklist of conditions in the apartment and of any furniture that comes with it.** Your landlord may have a form that the both of you can complete and sign. Then, upon *move-out*, fill it out and sign it again. This should help to avoid any disputes over deductions upon move out.

**Keep a signed copy of the rental agreement, housing rules, and the *move-in/move-out* checklist.** This might come in handy in case of a disagreement.

**Purchase renters insurance.** This gives you, the renter, protection for your personal belongings in case of fire, flood, burglary or other disasters. A landlord's insurance policy does not cover a renter's personal belongings. Also, if it was your negligence that caused the disaster, you could be held liable for any damage to the property of others. A renter's insurance policy normally provides personal liability coverage.

**Pay rent on time.** You should pay your rent on the day it is due. If you are a tenant at will and are seven (7) days or more in arrears in the payment of rent, the landlord may terminate the tenancy with a written notice demanding that you pay the rent or move out of the unit within seven (7) days. If you still fail to abide by the notice, eviction proceedings may begin. If you are tenant under a lease, and in arrears in the payment of rent, the lease provisions for termination apply.

**Notify your landlord when things go wrong.** It is very important to notify your landlord, when things in your unit or in common areas are not operating properly or are broken. If necessary, put the notice in writing. In most cases, your landlord will be responsive to your request and fix the problem as soon as possible.

**Properly maintain your unit.** State law requires your landlord to maintain the property in a habitable condition. It also requires you to properly maintain the property and keep it clean. Specifically, Maine law requires the resident to:

- Keep the premises clean and sanitary
- Properly operate gas, electrical and plumbing fixtures

- Refrain from damaging or defacing the premises or allowing anyone else to do so
- Use living and dining rooms, bedrooms and kitchens for their proper purposes. For example, the living room should not be converted into a makeshift bedroom.
- Also, the resident is prohibited from disturbing their neighbors' peaceful enjoyment of their property. This is known as refraining from creating or allowing a nuisance.

**Do not tamper with your smoke detector and test it monthly to ensure it continues to operate properly.** The owner cannot arbitrarily enter your apartment to physically inspect and test the detector on a monthly basis. The act of tampering with a smoke detector, such as removing a battery, disconnecting the electrical power supply, or in any other way interfering with its ability to detect smoke may place all occupants of an apartment building at risk. If a tenant tampers with a smoke detector and interferes with its functioning, the tenant could be charged with a Class E criminal offense, punishable by up to a \$1,000 fine and up to 6 months incarceration.

**Give your landlord a duplicate key if you change the lock.** You may not change the lock to your dwelling unit without giving notice to the landlord and giving landlord a duplicate key within 48 hours of the change. If you do not provide your landlord with a duplicate key, in the event of an emergency, he may gain admission to the unit through whatever *reasonable* means necessary and may charge you *reasonable* costs for any damage caused as a result. Also, if you fail to provide a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

**Give proper termination notice.** If your rental contract is a month-to-month tenancy you are required to give a written 30-day notice when you wish to terminate the contract. You are responsible for paying rent through the notice period. Your security deposit cannot be used in place of the last month's rent.

**If, when you move out, you plan on leaving any articles behind and you do not want them to be considered abandoned, you should give notice of this wish to the owner or manager of the real estate, in writing, prior to the effective termination date, and make arrangements with the owner for their removal or storage. If any articles are not promptly removed, the owner may charge for costs associated with removal and storage and deduct such costs from your security deposit.**