



RENT BOARD
November 30, 2022
5:00 PM

ZOOM INFORMATION:

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/82339838139?pwd=OHdNWGZmRmJIREQ4VIJKMUh0MjVtUT09>

Passcode: 767680

Or One tap mobile :

US: +13092053325,,82339838139#,,,,*767680# or
+13126266799,,82339838139#,,,,*767680#

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Dial(for higher quality, dial a number based on your current location):

US: +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205
6099 or +1 301 715 8592 or +1 669 444 9171 or +1 669 900 6833 or +1 719 359
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II. ROLL CALL:

III. APPROVAL OF MINUTES

- a. October 26, 2022 Minutes

IV. COMMUNICATIONS:

- a. Please note: Written public comment must be received via email (rentboard@portlandmaine.gov) by 12pm the day before the scheduled meeting. Please make sure that the subject line reads "Written Public Comment"
- b. Written Public Comment
- c. Question C - An Act To Protect Tenants in Portland

V. UNFINISHED BUSINESS:

VI. New Business

VII. Adjourn

Remote Rent Board Meeting Minutes - Held Via Zoom

Wednesday, October 26, 2022

Start time: 5:03pm

*Prior to starting roll call, the Chair reminded the public that there was no meeting for September as it was canceled due to lack of meeting quorum. However, the Board is fully staffed again as vacancies were filled for District 2 and District 5.

II. Roll Call - 00:00:42

Elliott Simpson, Tenant, District 3 - Chair
Barbara Vestal, Landlord, At-Large - Vice Chair
Amir Familmohammadi, Tenant, District 1
Hilary Glaus, Tenant, District 2
Ian McCracken, Landlord, District 4
Philip Mathieu, Tenant, District 5
Elias Kann, Tenant, At-Large

City Staff:

Zachary Lenhart, Licensing & Housing Safety Manager

III. Minutes - 00:01:59

The Vice Chair moves to accept the minutes as written, seconded by Amir. Vote: 7-0

IV. Communications - 00:03:08

- A. Please note: Written public comment must be received via email (rentboard@portlandmaine.gov) by 12pm the day before the scheduled meeting. Please make sure that the subject line reads "Written Public Comment".**

There were no items to be discussed as no written public comments were received.

V. Unfinished Business - 00:03:33

A. Annual Report Update and Drafts Review

The Chair shared his screen for the Annual Report.

The index provides the topics that are to be discussed throughout this report. They include:

- Summary
- Rent Board Membership History
- Summary of Board Activates
- Litigation Relevant to the Rent Control Ordinance
- Summarized Rental Unit Data
- Two appendixes with tables of data

Remote Rent Board Meeting Minutes - Held Via Zoom

00:16:21 - The Chair asked the Housing Safety Office (HSO) if they can provide the number of rent increase applications that were approved and the number of applications that were denied for the period of July 2021 through August 2022

The Vice Chair followed up with an additional request to also provide the number of applications that were approved but changed on behalf of the Board.

00:49:41 - The Chair reviews the items that need to be adjusted on the report with Board members as they will be voting on the report shortly after. The areas that need to be edited have been highlighted in yellow.

00:50:53 - The Vice Chair moves to accept the report as presented with the three minor changes, seconded by Amir. Vote: 7-0

*The Chair requests that HSO sends out an email to all Board members with the date that the report will be on the City Council agenda

VI. New Business - 00:52:57

A. Rent Increase Application - Public Comment

Landlord: Maine Property Marketing LLC - Alvaro Ortega Sebastian

Property Address: 17 Codman St, Condo #1

CBL: 129-G-011-001

Type of Increase: Capital Improvement Costs

No witnesses and no tenants spoke as objectors

No public comments were received.

01:11:05 - Amir makes a motion to approve the Landlord's request as is, seconded by Ian.

The Vice Chair made an amendment to the initial motion to add that this does not preclude the Landlord from taking the automatic increases as this is a Capital Improvement rent increase.

Amir accepted the amended addition to his motion. Vote: 7-0

The Board will return to the decision form at the end of the meeting.

B. Rent Increase Application - Public Comment - 01:14:37

Landlord: Adam C Mitchell

Owner: Michael R Kinsman

Property Address: 71 Maggie Lane, Unit 71A

CBL: 341-A-021-001

Type of Increase: Renovation or Reconfiguration

Remote Rent Board Meeting Minutes - Held Via Zoom

No witnesses and no tenants spoke as objectors as the unit is vacant.

No public comments were received.

There was discussion amongst Board members that this application be tabled to next month to allow for the Landlord to resubmit with additional documentation to support his rent increase request. Some of the items that were mentioned were:

If he were to apply under a Capital Improvement Costs, to include quotes from other contractors and labor costs, including self labor hours.

On his initial document that had the proposed budget - to remove cleaning and unforeseen repairs with more details as some of the work has started since submission of the application

01:47:09 - The Vice Chair makes a motion to table the application to the November meeting. It would be left to the applicant to determine whether he will provide the Rent Board with additional information to support the renovation application or whether he will be proceeding with the Capital Improvements. Seconded by Amir. Vote: 7-0

—

01:56:27 - Ian brought up the timing of next month's Rent Board meeting, that it falls the day before Thanksgiving.

01:57:50 - Ian makes a motion to change the November meeting from the 23rd to the 30th. Seconded by Elias. Vote: 7-0

01:58:43 - The Vice Chair makes a request that for the November meeting and/or future meetings, someone from Corporation Counsel can be present.

02:00:10 - The Chair brought up the date of the December meeting, which currently falls on the 28th. However, after a short discussion, there were no changes for the date of this meeting.

—

02:03:19 - The Board returns to the decision form for 17 Codman Street, Condo #1.

Elliott drafts the decision form with help of other Board members.

02:07:34 - Elias makes a motion to accept the decision form as written, seconded by Philip Mathieu. Vote: 7-0

Remote Rent Board Meeting Minutes - Held Via Zoom

02:08:31 - Ian made a note that the City website still has Austin listed as the Chair, not Elliott

Zack Lenhert, from HSO, made a note to change that.

02:11:15 - The Vice Chair also made a request to put the 2022 Consumer Price Index (CPI) Percentage back on the website, as it currently only shows the 2023 CPI.

VII. Adjourn - 02:11:21

The Vice Chair made a motion to adjourn the meeting, seconded by Elias. Vote: 7-0

Meeting end time: 7:14pm

Written Public Comment ~~#~~1

Álvaro Ortega Sebastián <alvaro.ortega.sebastian@gmail.com>
To: rentboard@portlandmaine.gov

Wed, Nov 16, 2022 at 9:13 PM

Hello Board Members, I attended the last Board as owner and since you don't give a chance to respond and we remain muted, I wanted to share with you a couple of thoughts.

1) some of you suggested to divide the total cost of my repairs over x number of years like 27, don't recall exactly, to determine if the rent increase I was asking for was appropriate per month. That system doesn't consider the time value of money. The value of rent today is more than it will be in 27 years, therefore you cannot assume a straight line of rent to payoff expenses incurred in 2021, you would need to assume the net present value of that rent in today's dollars. Just think about it for future calculations. Think about it, I rather have more rent in my pocket at today's dollars than rent in 27 years at a lower value, to pay improvements from the past.

2) I understand that you have many matters to take care of during a board meeting but I think that's unfair to have owners waiting for more than one hour while you discuss your business. I'd suggest to either give a timeframe for owners to connect after your regular course of business or to do owners first and then continue with your meeting. We are all busy and be waiting for a long time is hard on a weekday.

Thanks for your consideration and for your support to my request.

Best

Álvaro Ortega Sebastián
+1-503-539-8083 (cell & whatsapp)

EXHIBIT A

An Act to Protect Tenants in Portland

An Act to Protect Tenants in Portland ensures that tenants receive 90-day notice for lease termination and/or rent increases. It discourages no-cause evictions by limiting the 5% rent increase to voluntary turnovers. It reduces costs to tenants by restricting deposits to one-month rent, prohibiting application fees, and further limiting the amount of standard annual rent increases that landlords are allowed to impose to 70% of CPI. It strengthens protections for tenants who exercise their rights under the ordinance, and provides greater clarity and authority to the rent board to ensure landlords receive a fair return on investment and that tenant complaints receive a fair hearing. It also sets a \$25,000 fee for condominium conversions. The Act also makes various technical changes and corrections to allow the ordinance to better effectuate its originally intended purpose.

BE IT ORDAINED:

1. That Chapter 6, Sections 6-151, 6-152, 6-223, 6-223.1, 6-223.2, 6-231, 6-232, 6-233, 6-234, 6-235, 6-235.1, 6-236, 6-237, 6-240, 6-241, 6-250, 6-251, and 6-263 of the Portland City Code are hereby amended to read as follows:

Sec. 6-151. Registration required.

(a) Registration of Ownership.

1. Rental units must be registered in accordance with this article by January 1st of each year; Rental units entering the rental housing market must be registered within fourteen days. Registration must be renewed annually, on or before January 1st, including updating all changes in previously submitted registration information.

...

(f) *Additional Information Required for Covered Units.* A Covered Unit, as defined by Section 6-232 of this Chapter, shall not be considered registered unless and until the registrant has submitted the following additional information:

...

2. The increase in rent (if any) when compared to the previous Rental Year's rent registration;

...

4. The amount of Banked Rent, if any, accumulated ~~in~~ since the previous ~~Rental-Year~~ registration;

...

Sec. 6-152. Registration Fees.

...

(e) Registrations that are not ~~renewed~~ received by ~~February~~ January 15, or within 14 days after entering the rental housing market, whichever is later, shall be subject to a late fee of ~~\$10~~ \$50 per unit, and registrations that are not received by February 15, or within 45 days after entering the rental housing market, whichever is later, shall be subject to a late fee of \$200 per unit. Registrations shall not be renewed unless and until the registrant pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission. The Permitting and Inspections Director may waive a late fee upon a showing of both hardship and good cause as to why the renewal was not timely.

...

Sec. 6-223. Notification of rent increases.

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall give ~~seventy-five (75)~~ ninety (90) days' written notice of any rent increase to a Tenant.

(Ord. No. 76-16/17, 11-21-2016)

Sec. 6-223.1. Rental applications, generally; application fees ~~restricted prohibited.~~

...

~~(b) Disclosure of Application Fee. Before accepting a rental application fee, a landlord shall disclose in writing to the applicant the rental application fee amount. The applicant shall not be charged more than the disclosed rental application fee for that application.~~

(eb) Availability of Units. Landlords shall only advertise rental housing units, receive applications, and screen applicants, ~~and accept application fees for rental housing units~~

when such rental housing units are actually available and ready for occupancy or are expected to be available for occupancy within a reasonable time period; provided, however, that an applicant may consent to be screened and placed on a waiting list. For purposes of this Section, a rental housing unit is no longer considered available if a different applicant has been screened by the landlord, has been offered the rental housing unit and accepted it, and has placed a deposit on the rental housing unit. A rental housing unit may be considered available if a tenant of a unit has declared they will not be renewing a lease or have otherwise vacated the property. Landlords shall document the date and time that deposits are placed on rental housing units.

(dc) Application Fees. ~~All application fees for rental housing units are prohibited shall not exceed the actual cost of the screening process or thirty dollars (\$30.00), whichever is lower. The actual cost of the screening process includes only the hard costs associated with a background check. Labor costs and other soft costs associated with application process must be excluded. Hard costs may include, including, but not be limited to, any fees or charges to applicants for the following:~~ national, state and local criminal background checks, credit reports, rental history records and/or reference checks, eviction records and/or employment verification. ~~Each adult who intends to reside in a rental housing unit may be charged an application fee.~~

~~(e) Disposition and Use of Application Fee. Within ten (10) days of receipt of an application fee, a landlord must provide an explanation for the disposition and use of the application fee and provide a receipt to the applicant detailing how the application fee was used. An application fee shall be refunded in its entirety if a landlord does not incur hard screening costs. A landlord shall also provide the applicant with any paperwork or copies of electronic correspondence generated as result of the screening process, to the extent permitted by State and Federal law.~~

~~(f) Current Tenants. A current tenant of a rental housing unit shall not be charged an application fee to move to another rental housing unit owned by the same landlord.~~

~~(g) Exemption. The provisions of this Section shall not apply to any landlord who does not charge a rental application fee.~~

Sec. 6-223.2 Maximum deposit.

Notwithstanding 14 M.R.S. Section 6032, a lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for one (1) month.

...

Sec. 6-231. Applicability.

...

(d) Rental Units within a building containing only two (2), three (3) or four (4) dwelling units, one of which the ~~landlord~~ property owner currently occupies as his or her principal residence;

...

Sec. 6-232. Definitions.

Allowable increase percentage means the standard amount that the rent of a Covered Unit may be raised within a the following Calendar ~~Rental~~ Year, unless a Landlord is entitled to additional increases as ~~laid-out~~ provided in Sections 6-233 or 6-234 below. The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to ~~100~~ 70 percent of the change in the Consumer Price Index (CPI-U) for Greater Boston Metro Area for the preceding twelve months, as published in August by the United States Bureau of Labor Statistics or its designee. For the purposes of this ordinance, the Rent Board shall presume that the Allowable increase percentage is sufficient to allow a reasonably prudent landlord who received a fair return on investment prior to the enactment of this ordinance to continue to maintain a fair net operating income that increases over time at a just and reasonable rate, yielding a fair return on investment under the normal course of doing business.

Base rent means the initial amount of rent that a Landlord charged for a Covered Unit prior to the increases allowed under this ordinance, as more specifically defined in Section 6-233 of this Article. For the purposes of the ordinance, the Rent Board shall presume that the Base Rent was sufficient to have provided the Landlord a fair return on investment prior to the enactment of this ordinance.

Banked rent means the Base Rent for a Covered Unit, plus any

increase in rent to which the Landlord was entitled under Sections 6-233 and 6-234 below, but that was not yet applied to the Rent charged to a Tenant during a particular Rental Year.

...

Fair return on investment means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards. For the purposes of this ordinance, a Fair return on investment must be calculated using Maintenance of Net Operating Income methodology, as that term is used in other jurisdictions with similar ordinances, that presumes the net operating income the landlord earned from a Covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. The Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology.

...

Major renovation or reconfiguration means one or more capital investments or improvements where the total cost of construction or improvement attributable to the Rental unit involved exceeds 20% of the property value, prior to improvement, of the Rental unit involved, as determined by the city's tax assessor.

...

Rent stabilization allowances means collectively the Allowable Increase Percentage, ~~the Tax Rate Rent Adjustment,~~ and any additional rent increase exemptions approved by the Rent Board under Section 6-234 of this Article.

Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.

Rental agreement means a ~~written legal~~ contract between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

...

~~Tax rate rent adjustment means the additional amount by which a Landlord may increase the rent of a Covered Unit within a given year. The Tax Rate Rent Adjustment may be added to the Allowable Increase Percentage if and only if the City changes the mil rate as compared to the previous Rental Year. In this case, the tax rate rental adjustment is equal to the actual increase in property taxes attributable to the individual Covered Unit.~~

...

Tenants Union means any group, organization, committee, collective, association or entity, whether incorporated or unincorporated, of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under this Chapter.

Sec. 6-233. Establishment of base rent.

(a) *Base Rent for Current Covered Units.* Beginning on January 1, 2021, each Covered Unit shall be registered with the City in accordance with Section 6-151(e). Such registration must include proof of the rent charged by the Landlord for each Covered Unit as of June 1, 2020 (i.e., through presentation of a valid Rental Agreement, rent payment receipt, or other acceptable means within the opinion of the City). This amount shall be the Base Rent for purposes of the Rent Stabilization Ordinance, except as otherwise provided within this section.

(b) *Base rent for Discontinued Covered Units.*

- (i) If a Covered Unit ~~is~~ was not required to be registered with the City as of ~~January~~ April 1, 2021, but is required to be registered with the City after such date, the Base Rent shall be the amount of Rent charged 120 days prior to the date when the Covered Unit became required to be registered, or if no Rent was charged at such time, the first Rent charged by the Landlord any time thereafter. The Base Rent for any new Covered Unit entering the rental housing market for the first time shall be the Rent charged to the first Tenant, as set by the Landlord.
- (ii) If a Covered Unit ~~is~~ was required to be registered

with the City as of ~~January~~ April 1, 2021, but is removed from the rental housing market, the Base Rent for such a Covered Unit upon reentry to the rental housing market shall be the Banked Rent, as measured from the ~~Rental Year in which time~~ the Covered Unit was removed from the rental housing market.

- (iii) If a Covered Unit ~~is~~ was required to be registered with the City as of ~~January~~ April 1, 2021, but is subsequently removed from the rental housing market for a period of ~~five (5) or more Rental Years~~ at least sixty (60) months, the Base Rent for such a Covered Unit ~~upon reentry into the rental housing market~~ shall be set by the Landlord the Rent charged to the first Tenant upon reentry into the rental housing market, as set by the Landlord.

(c) *Base rent following major renovation or reconfiguration of Covered Units.* Upon ~~the~~ a major renovation or reconfiguration of a Covered Unit, the Landlord may charge no more than the Banked Rent for that unit, or may apply to the Rent Board for determination of the appropriate increased in-rent Base Rent. When determining the appropriate increased in-rent Base Rent, the Rent Board may consider factors including the increase in floor area, the addition or upgrade of amenities, the amount necessary to ensure a fair return on investment, and any other factor determined relevant in the opinion of the Rent Board; the Rent Board may consider any amount of Banked Rent accrued for that unit, but after determining the appropriate Base Rent, all previously accrued Banked Rent shall be forfeited.

...

Sec. 6-234. Rent increase limitations.

(a) Beginning on September 1, 2021, and occurring no later than September 1 of each subsequent year, the Housing Safety Office shall establish and publish the Allowable Increase Percentage ~~and the Tax Rate Rent Adjustment~~ for the following calendar year, and shall announce and explain the methodology for calculating the Allowable Increase Percentage at the first meeting of the Rent Board following such publication. The Rent Board shall hear public comment after such announcement.

(b) A Landlord may not only increase the rent charged for a Covered Unit ~~once within a Rental Year~~ twelve (12) months

following a previous Rent increase. After twelve (12) months, the Landlord may only increase the rent charged for a Covered Unit⁷ by an amount that conforms to the following specifications:

...

- ~~2. Tax Rate Rent Adjustment. If the mil rate within the City of Portland is altered for the subsequent fiscal year a Landlord may, in addition to the Allowable Increase Percentage, increase rent by the Tax Rate Rent Adjustment for the subsequent Rental Year.~~
32. New Tenancy. A landlord may increase the rent on a Covered Unit by five percent (5%) of the base rent in addition to any other allowable increases when a new tenant occupies a unit, but only if the previous Tenancy was terminated voluntarily by the previous Tenant, without coercion or unreasonable influence from the Landlord. This increase may be applied at most once per year twelve (12) months, regardless of the number of new tenancies. The Housing Safety Office shall investigate any report that the Tenancy was not terminated voluntarily by the Tenant, or that the Tenant was coerced or unreasonably influenced by the Landlord to terminate the Tenancy. Any tenancy in which the property owner served the tenant with a notice to quit or summons and complaint for forcible entry and detainer shall not be deemed to be a situation in which the previous tenant voluntarily terminated the tenancy.
43. Banked Rent. If the Landlord has banked additional rent increases, in accordance with Section 6-235 below, this banked amount, in whole or in part, may be added to the increases permitted by subsections (i) and (ii) above.
54. Additional Rent Board Approved Increases necessary to ensure a fair return on investment. In addition to the above rent adjustments, upon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment. properly demonstrated by the Landlord, attributable to:

To calculate what amount is necessary to ensure a fair return on investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-

based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.

Rent board approval under this provision is intended to ensure a fair rate of return under abnormal, unexpected, or irregular circumstances, including, but not limited to, capital improvements and minor renovations, uninsured repairs, the provision of new housing services, revaluation for property tax assessment, or other unusual expenses. The Rent Board shall presume that the Allowable Increase Percentage will be sufficient to satisfy all regular increases in operating costs, routine maintenance expenses, and other normal or regular costs or expenses, allowing the Landlord to maintain a fair return on investment.

The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment. Such documentation shall include, but is not limited to: historical net operating income, revenue and expenses; the costs and expenses requiring Rent board approval of an additional increase; and what portion of shared costs and expenses can be fairly attributed to each individual covered unit.

~~a. Capital improvement costs, including financing costs;~~

~~b. Uninsured repair costs;~~

~~c. Increased housing service costs; and~~

~~d. Any additional increase, within the opinion of the Rent Board, required to allow the Landlord to receive a fair rate of return.~~

(c) At no time ~~Under no circumstances~~ may a Landlord raise the rent of a Covered Unit by more than ten (10) percent ~~within a Rental Year~~. Any rent increases available to a Landlord in excess of ten percent must be banked for later ~~use in a subsequent Rental Year~~.

(d) Before increasing the rent of a Covered Unit, a Landlord

must send a signed document to the Tenant(s) no fewer than ~~seventy-five (75)~~ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.

(e) ~~A~~Tenants, individually or collectively, who receives notice of a rent increase that they believe does not conform with this Section may file an complaint with the Housing Safety office. The Housing Safety office shall promptly investigate such complaint and take appropriate action. If, within fourteen (14) days of filing such a complaint, the notice is not rescinded by the Landlord, an appeal of said rent increase may be filed with the Rent Board. Upon receipt of the appeal, the Rent Board shall schedule a public hearing to be held no more than twenty-one (21) days after the filing of the completed appeal application. At the public hearing, the Board will consider de novo the rent charged under the existing Rental Agreement, the amount of the proposed new rent, and the factors which may or may not allow such an increase in accordance with this Article. Upon consideration of such evidence, the Board will render a decision as to whether the increased rent is allowable. ~~If such a~~An increase is determined by the Board to be more than is allowed by this Article shall be considered a violation, and the Board may impose such fines as are allowed by this Article determine the appropriate penalty for any such violation in a manner consistent with the provisions of this Code. Multiple tenants collectively alleging the same or similar violations against a single Landlord, including but not limited to a Tenants Union or members of or participants in a Tenants Union, may file their complaints or appeals collectively as a single document, and the Rent Board shall hear all such matters together as a single complaint or appeal; but notwithstanding such consolidated hearing the Rent Board may elect to issue separate decisions.

(f) A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.

Sec. 6-235. Process of banking rent increases.

If a Landlord chooses to not impose any rent increases to which they are entitled pursuant to Section 6-234 above, these increases may be banked, in whole or in part, with the annual registration required under Sec. 6-151. Banked increases may be used to raise the rent of Covered Units in subsequent Rental Years in addition to the Rent Stabilization Allowances established for that year by the Rent Board, subject to the limitations in Sec. 6-234, including provided that no single the total increase of such rent shall not exceed ten (10) percent within a single Rental Year.

Sec. 6-235.1. Alternative calculation of maximum allowable rent.

At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.

Sec. 6-236. Termination of Tenancies-At-Will

(a) In order to be terminated by a Landlord, all tenancies-at-will must be terminated by providing a minimum of 90 days' written notice to Tenant except as provided below:

1. "For Cause" tenancies terminable on 7 days' notice pursuant to 14 M.R.S. § 6002(1) may be terminated in accordance with Section 6002(1);
- a2. Short-term rentals with a term of fewer than 30 days' are exempt from the 90-day notice period outlined herein;
- b. ~~Holdover tenancies are exempt from the 90 day notice period outlined herein;~~
- e3. Where a Landlord provides \$500.00 the amount of one month's Rent as reimbursement to Tenant for the inconvenience of termination, tenancies-at-will may be terminated by notice to the Tenant of sixty (60) to eighty-nine (89) days;
- d4. Where a Landlord provides \$1000 the amount of two

months' Rent as reimbursement to Tenant for the inconvenience of termination, tenancies-at-will may be terminated by notice to the Tenant of thirty (30) to fifty-nine (59) days.

(2b) Reimbursement amounts outlined ~~in~~ under subsections (ea) and (d) above are lump-sum amounts payable in a single installment for the collective benefit of all tenants of a unit. Tenants are responsible for allocating the reimbursement amount among themselves.

...

Sec. 6-237. Discrimination prohibited in sale or rental of housing units.

...

(e) It shall be prohibited for a Landlord to refuse to rent or negotiate for the rental of, otherwise make unavailable or deny a dwelling to a Tenant, retaliate against, or otherwise discriminate against a Tenant because the Tenant, or a Tenants Union on behalf of the Tenant, has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance, or because the Tenant is a member of or participates in a Tenants Union. There is a rebuttable presumption that any adverse action by the Landlord, including but not limited to forcible entry and detainer, was commenced in retaliation against the Tenant if, within 6 months prior to the commencement of the adverse action the Tenant, or a Tenants Union on behalf of the Tenant, complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.

...

Sec. 6-240. Enforcement and remedies.

Any violation of this Article is considered a civil infraction; all such violations, including any penalty determined to be appropriate by the Rent Board, and shall be enforced pursuant to the Portland City Code Chapter 1, §1-15. Violations of this Article, including enforcement of penalties for all such violations, shall be given the highest enforcement priority by the City.

Sec. 6-241. Limitation of Liabilities

...

~~(b) Nothing in this Article shall be construed to create additional liabilities greater than those already existing under law or to create new private causes of action.~~

...

Sec. 6-243. Tenant Unions

(a) Any Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before the Housing Safety Office, the Rent Board, or the Superior Court in an appeal from any final decision under this Chapter in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(b) The Housing Safety Office shall create a registration form, and accept the registration of Tenants Unions representing Tenants with rights and interests under this Chapter. Such registration shall include the name, telephone number, and e-mail address of a principal contact for the Tenants Union. The Housing Safety Office shall maintain and publish a list of Tenants Unions registered under this section, including contact information, for use by Tenants wishing to join or contact a Tenants Union. Nothing in this Section shall be construed to require a Tenants Union to register with the City. The City shall be prohibited from requesting, collecting, maintaining or publishing the names of individual Tenant members of any Tenants Union.

...

Sec. 6-250. Creation; composition.

There shall be a Rent Board of seven (7) members. Members of the Rent Board shall be residents of the city and shall not be officers or employees of the city or any of its agencies or departments.

Two (2) members shall be appointed to fill at-large seats, and may reside in any part of the city. The remaining five (5) members shall be comprised of one member from each of the five (5) city council ~~wards~~ districts with the highest concentration of Rental units. Should the ~~number or~~ location of said city council ~~wards~~ districts be changed, the districts ~~and number of~~ Rent Board members shall change to mirror such changes.

...

Sec. 6-251. Appointment; terms.

The members of the Rent Board shall be appointed by the Mayor, subject to the approval of the City Council for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Such terms shall be staggered so that the terms of not more than three (3) members shall expire in any calendar year.

...

Sec. 6-263. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other ordinances of the City and in accordance therewith, the Rent Board shall have the following jurisdiction and authority:

(a) To hear, review, and approve or deny Landlord applications for rent increases greater than the Allowable Increase Percentage, as provided for in Section 6-234 above~~those allowed by the Rent Stabilization Ordinance;~~

(b) To hear, review, and approve or deny Landlord applications for increases in Base Rent due to the major renovation or reconfiguration of existing Covered Units, as provided for in Section 6-2334 above;

(c) To hear, review, and grant or deny complaints or appeals from Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling within the scope of the Rent Stabilization Ordinance, or allegations violations of Maine statute regarding the habitability of residential units; such appeals shall be heard and decided de novo;

...

(e) ~~To hear, review, and mediate decide the appropriate outcome of any disputes arising between Landlords and Tenants on matters falling within the scope of Article XII of this Chapter, if where both parties request~~consent to such mediation and resolution by submitting the landlord/tenant dispute mediation form, as maintained and edited by the Housing Safety Office,

signed by both Landlord and Tenant no later than fourteen (14) days before the date on which such a hearing shall be scheduled; all parties to such mediation must agree and shall be required to mediate in good faith; such authority to mediate disputes shall not be construed to limit the Rent Board's authority to hear, review or decide any tenant complaint or appeal without the consent of the Landlord; the Board may appoint one or more of its members, in lieu of the full Board, to mediate disputes on a rotating basis, and such mediation may be conducted outside of a public hearing, and a quorum of the Rent Board shall not be required for such mediation;

(f) To ~~impose such fines as are necessary and allowed~~ determine, in a manner consistent with the provisions of this Code, what penalties are appropriate for violations of the provisions of the Rent Stabilization Ordinance that are determined by the Board;

...

(h) To prepare an annual report on the state of the City's rental unit availability, which shall be presented to the City Council as part of a regularly-scheduled public hearing. This report shall include a summary of rents within each of the five council wards district. Such reporting may or may not be done in conjunction with similar reporting required of the City's Rental Housing Advisory Committee, as established by this Chapter; and

(i) To adopt or amend, subject to approval by the City Council, such rules and regulations as are necessary to implement, or to allow for the efficient and consistent application of, the provisions of the Rent Stabilization Ordinance, including but not limited to rules and regulations governing the proceedings of the Rent Board's hearing of Landlord applications or of Tenant complaints or appeals and rules and regulations providing standard procedures and methodology for calculating the amount of rent necessary to allow the Maintenance of Net Operating Income and yield a Fair Return on Investment under various circumstances; the Board may adopt, subject to approval by the City Council, rules and regulations, including methodology, allowing the Housing Safety Office or a hearing officer to review Landlord applications and to complete standard calculations in order to provide for or facilitate an expeditious process and efficient consideration by the Rent Board; Rules and Regulations adopted pursuant to this authority, and any amendments thereto, shall become effective only when approved by the City Council, and shall be kept on file in the Housing Safety Office;

(i) To initiate changes and amendments to ~~this Article, as well as to~~ the city's Rent Stabilization Ordinance.

2. That Chapter 14, Section 14-18.4.5 of the Portland City Code is hereby amended to read as follows:

Sec. 14-18.4.5 Conversion permit

Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the Building Authority. The permit shall issue only upon receipt of a completed application therefore in a form to be devised for that purpose, a fee as established by the City Council of \$25,000 per converted unit, to be adjusted annually in the same way as the fee under Chapter 14, Subsection 18.1.8 of this Code, at least \$1,000 of which shall be appropriated to the Housing Safety Office for the administration and enforcement of the Rent Stabilization Ordinance, Chapter 6, Articles XII and XIII of this Code, and the remainder of which shall be paid into the Jill C. Duson Housing Trust Fund, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of Chapter 6, Articles II, III, and V and Chapter 10, Article II of the City of Portland Code of Ordinances, and the Life Safety Code as adopted by the state. The developer shall post a copy of the permit in a conspicuous place in each unit and shall make copies available to prospective purchasers.

3. That, except as specified herein below, all such amendments shall take effect thirty (30) calendar days after the official canvass of the return of the election at which this ordinance is approved, provided that:

(a) Notwithstanding any notice given prior to such effective date, all rent increases taking effect on or after January 1, 2023 must comply with the amendments to sections 6-223 and 6-234(d), such that any tenant charged such rent increase must receive at least 90 days notice, and such notice must include all newly required information, before any such increase may be implemented;

(b) Notwithstanding any Tax Rate Rent Adjustment announced by the Housing Safety Office prior to such effective date or any notice given prior to such effective date, all rent increases taking effect on or after January 1, 2023 must comply with the

amendments to Sections 6-232 and 6-234 repealing the Tax Rate Rent Adjustment, such that no Tax Rate Rent Adjustment may be included in any rent increase taking effect on or after such date;

(c) Amendments to Sections 6-232 and 6-234(a) changing the calculation of the Allowable Increase Percentage shall take effect for the Allowable Increase Percentage established and published by the Housing Safety Office on or before September 1, 2023, applicable to all rent increases taking effect on or after January 1, 2024; and

(d) Amendments to Sections 6-232 and 6-234(b) changing the requirements for Additional Rent Board Approved Increases shall be applicable for all landlord applications submitted to the Rent Board on or after March 1, 2023. For all landlord applications submitted prior to March 1, 2023, the Rent Board may continue to apply the previous version of this ordinance and to approve increases allowable pursuant to such previous version.