RENT BOARD

April 24, 2024
5:00 PM

ZOOM INFORMATION:

a. Please click the link below to join the webinar:
https://portlandmaine-gov.zoom.us/j/86347535152?pwd=RjZOVTlGUzZhZG9JQmJkV0ZvS2FWQT09
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+13092053325,,86347535152#,,,,*233330# US
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II. ROLL CALL:

III. APPROVAL OF MINUTES

a. March 27, 2024 Minutes

IV. COMMUNICATIONS:

Please note: Written public comment must be received via email (rentboard@portlandmaine.gov) by 12pm the day before the scheduled meeting. The subject line needs to read "Written Public Comment"

a. Communication from City Staff

V. UNFINISHED BUSINESS:

a. Consideration and Vote on Changes to Rent Board Rules and Procedures

b. Rent Increase Application - Public Comment
Owner: Maryann Shea and Christopher Shea, 24 Winding Way, Peaks Island, ME 04108
Address: 78 Mellen St, Unit #6
CBL: 048-C-012-M06

c. Rent Increase Application - Public Comment
Owner: Forty Nine LLC, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 19 Parris St, Units 1-9
CBL: 033-I-005-001

d. Rent Increase Application - Public Comment
Owner: Spar Inc, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 20 Melbourne St, all 7 units
CBL: 014-G-014-001

e. Rent Increase Application - Public Comment
Owner: West Company, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 55 William St, all 12 units
CBL: 116-A-025-001

f. Rent Increase Application - Public Comment
Owner: West Company, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101

Address: 60 Carleton St, all 4 units
CBL: 063-D-013-001

VI. New Business

a. Schedule Tenant Rights Complaint
Complainant: Bradley Davis, 36 Sawyer St, Unit 1, Portland, ME 04103
Property Owner: Elizabeth Kane, 16252 Bush Rd, Nevada City, CA 95959
Address: 36 Sawyer St, Unit 1, Portland, ME 04103
CBL: 138-A-012-001

b. Rent Increase Application - Public Comment
Owner: 36 Alder LLC
Address: 36 Alder St, units 1-2 (Legal address is 34 Alder St)
CBL: 033-C-020-001

c. Updates on Rent Board Annual Report

VII. Adjourn

Remote Rent Board Meeting Minutes - Held Via Zoom

Wednesday, March 27, 2024

II. Roll Call - 0:00:47

Anne-Laure Razat, Tenant, At-Large (absent)
Barbara Vestal, Landlord, At-Large
Matthew Lax, Tenant, District 1
Matthew Walker, Tenant, District 2
Christopher “Buddy” Moore, Tenant, District 3 - Vice Chair
Caleb Roebuck, Tenant, District 4 (absent)
Philip Mathieu, Tenant, District 5 - Chair

Staff present:
Dylan Orr, Rental Registration Coordinator
Benjamin Plante, Esq., Counsel for the Rent Board

III. Approval of Minutes - 0:01:21

a. **February 28, 2024 Minutes**

0:02:06 - Barbara Vestal moves to approve the minutes as written. Seconded by Christopher “Buddy” Moore. (5-0, Razat and Roebuck absent)

b. **March 13, 2024 Minutes**

0:02:52 - Barbara Vestal moves to approve the minutes as written. Seconded by Matthew Lax. (5-0, Razat and Roebuck absent)

IV. Communications - 0:03:20

a. **Written Public Comment**

0:03:45 - The Chair explains that previously submitted public comment and communications pertaining to the applications in Item V.a. were made available for new Rent Board members to review.

V. Unfinished Business - 0:05:35

a. **Approval of Written Findings of Fact and Conclusions of Law for the Rent Board’s November 29, 2023 Decisions**

0:06:36 - Matthew Walker is recused from this item due to recusal during the original hearings of the applications.

0:07:52 - New Rent Board members Matthew Lax and Christopher “Buddy” Moore state on the record the preparations they have made in order to consider the Findings of Fact and Conclusions of Law.

0:17:20 - Barbara Vestal moves to approve the Findings of Fact and Conclusions of Law for 18 Casco St as written. Seconded by Matthew Lax. (4-0, Walker recused, Razat and Roebuck absent).

0:20:45 - Barbara Vestal amends the previous motion to remove the “requested rent” section from the Findings and Facts and Conclusions of Law. Seconded by Philip Mathieu. (4-0, Walker recused, Razat and Roebuck absent)

0:22:37 - Philip Mathieu moves to approve the Findings of Fact and Conclusions of Law for 37 Casco St as written. Seconded by Matthew Lax. (4-0, Walker recused, Razat and Roebuck absent).

0:24:57 - Barbara Vestal moves to approve the Findings of Fact and Conclusions of Law for 61 Grant St as written. Seconded by Christopher “Buddy” Moore. (4-0, Walker recused, Razat and Roebuck absent).

b. **Rent Increase Application - Public Comment** - 0:26:21
   Owner: Maryann Shea and Christopher Shea, 24 Winding Way, Peaks Island, ME 04108
   Property Address: 78 Mellen St, Unit #6
   CBL: 048-C-012-M06

No tenants spoke as objectors.

No public comment received.

1:23:03 - Philip Mathieu moves to table the application to the regular April meeting requesting receipts for line items, clarification on condo fees, and rent history. Seconded by Barbara Vestal. (5-0, Razat and Roebuck absent)

VI. New Business - 1:25:12

a. **Discussion of Rent Board Rules and Procedures**

1:25:12 through 2:01:11 - The Board discusses a proposed rule addressing recusals of Board members. No voting takes place on this item.

b. **Discussion of Annual Report**

2:01:30 through 2:04:46 - The Board discusses scheduling a special workshop meeting for the Annual Report. No voting takes place on this item.

2:04:50 through 2:15:13 - Matthew Walker addresses the comments/communications submitted for item V.a.

VII. Adjourn

2:19:00 - Barbara Vestal moves to adjourn the meeting. Seconded by Christopher "Buddy" Moore. (5-0, Razat and Roebuck absent)

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager

To: City of Portland Rent Board
From: Licensing and Housing Safety Office
Re: Agenda Summary Sheets

A concern regarding providing the full rent increase applications submitted to the Board on the meeting agendas has been brought up at recent Rent Board meetings, through emails to City staff and in other public forums. The practice of providing summary sheets on the meeting agendas rather than the full application was established by previous members of the Rent Board during the August 25, 2021 and September 22, 2021 meetings. The City has been continuing with this procedure as originally instructed by the Board members. Any changes to this procedure would need to be discussed and decided on by the members of the Rent Board.

Thank you,

City of Portland
Business Licensing & Housing Safety Office

389 Congress Street, Portland, Maine 04101 | 207-756-8131 |housingsafetyl@portlandmaine.gov

Minutes

Remote Rent Board Meeting - Held Via Zoom
Wednesday, August 25, 2021

Start time: 5:01pm

II. Roll Call -

Austin Sims, Homeowner, District 5 - Chair
Barbara Vestal, Landlord, At-Large - Vice Chair
Christopher "Buddy" Moore, Tenant, District 1
Elliott Simpson, Tenant, District 3
Ian McCracken, Landlord, District 4
Elias Kann, Tenant, At-Large

There is one vacancy within the Board, so there are only 6 Board members until filled.

Staff present:

Anne Torregrossa, Corporation Counsel
Katlyn Sawyer, Licensing & Registration Coordinator
Zachary Lenhert Licensing & Housing Safety Manager

III. Minutes - 00:00:43

Barbara Vestal moves to accept the minutes as written
    2nd by Elliott Simpson
    Vote: 6-0

IV. Communications - 00:03:29

The Board inquired about the status of translating documents, where Zachary Lenhert explained that the forms need to be simplified into Plain Language. No forms have been translated as of yet, however, it is a work in progress. The Chair asked for a guide on Plain Language.

The Chair opened up for Public Comment - 00:16:40
    There was one question about the CPI process, in which the Chair addressed and advised people to reach out to rentboard@portlandmaine.gov.
Public Comment closed - 00:21:58

V. Unfinished Business - 00:22:04

Buddy Moore presented a San Jose annual rent adjustment study. The research was produced by Kenneth Baar, the same person who wrote the decision that Barbara Vestal entered into the agenda for the last meeting. Page 16 of the agenda packet talks about how the MNOI works in standard practice with the background for different standards for fair rate of return, such as, value versus investment.

Also included is a presentation from the Richmond, California Rent Stabilization office on how to apply MNOI. Page 34 of the agenda packet discusses how it might work in practice in an accessible way to understand.

Barbara Vestal referred to the Southern Maine Landlord Association (SMLA) court decision; that the justice is assuming that the Board is going to be using a rate of return on investment approach. She asked for Anne's advice on how much the Board should be putting weight on that discussion.

Anne Torregrossa explained that a judge may use something called dicta - where they might say something that is not an integral part of the decision. Then it would need to be determined if it needs to be followed, or will be followed in the future. It is believed that the Judge is borderline on dicta, but it is the only guidance the Board has currently. It is unsure whether that may hold through with appeals, at this time.

VI. New Business - 00:33:32

A. Rent Increase Application - Randy Johnson - 23 Devonshire St

Since Mr Johnson was not present at this time, Elliott Simpson has moved to table the application for the end of the meeting to give the applicant a chance to join, and if not by the end of the meeting, it would be tabled for a future meeting.

2nd by Elian Kann

Vote: 6-0

03:05:18 - The Board circles back to this application that was tabled for the end of the meeting in hopes that the applicant would be joining the meeting.

The Chair requests that the Housing Safety office reaches out to Mr Johnson to join the next month's Rent Board meeting for consideration of his application

B. Rent Increase Application - Mark Browne - 32 Rosedale St

Mark Browne presented his request to the Board:

The market value of a single family home includes a garage is $2300-2600 a month, at which he only charges $1950. The property has a new roof, brand new electric water heater, an insulated attic, and replaced the stove and the fan for above it.

Capital Improvement Costs

Completed insulation of the roof in 2019 - $2,700.00
New stove in 2020 - $672.71
New toilet valve in 2020 - $145.00
Replace garbage disposal in 2020 - $361.00
New electric water heater in 2021 - $1,650.00

The applicant has provided receipts for the above items.

The Chair opened for public comment - 00:40:54

Comments were made pertaining to the lack of background documents on the agenda for the public to actually “comment” on. A request was made to have the Board wait on discussing this item.

The Chair closed public comment - 00:46:07

Several members of the Board brought up the contemplation of posting or not posting these applications online so that members of the public can see them and respond during public comment.

Anne reminded the Board that they chose not to, in the event that financials are included, and that these are also public information, so that they can be requested at any time. She did suggest the possibility that the Board wants to post a summary sheet with details to the agenda.

The Chair opened for public comment - 01:0432

Comments pertained to:

-Agreeing on doing a summary for future rent increase applications
-Reiterating that it’s hard to give public comment without seeing the backup

Public comment ended - 01:21:00

Elias Kann motioned to approve the rent increases as capital improvement costs per the IRS schedule which is 5 years for all except the roof and insulation which is 27.5 years.

2nd by Austin Sims
Vote: 5-1
(Barbara Vestal voted against the motion)

Findings from the Board are as follows:

The IRS depreciation schedule provides for a 27.5 year amortization of improvements to a rental building, specifically including the roof and insulation.

The Board finds that it is an appropriate timeframe to recoup the cost of the roof and insulation, allowing for a rental increase of $23.60 per month.

With the exception of the expenses incurred for the toilet valve, the remaining expenses incurred by the applicant are capital improvements normally amortized over a period of 5 years under the IRS schedule.

The remaining capital expenses (less the expenses associated with the toilet) recouped over a 5 year period would allow for an additional $44.72 per month increase, which the Board finds appropriate.

This would allow for a total of $68.32 per month, which the Board finds appropriate.

The Board also found that the applicant has not provided sufficient information to be considered for his request of a fair rate of return increase. The applicant can resubmit another application in the future for consideration.

03:06:20

The Board grants the Landlord a rental increase for the property, but sets the amount at $68.32 per month, rather than the amount requested by the Landlord, for the reasons set forth above.

The Chair made a motion to approve the findings as presented. This does not differ from a previous vote in any way ascertained.

2nd by Elias Kann
Vote: 6-0

C. Methods to distribute information - Public Comment - 02:19:03

This was prompted by a public comment session from the last meeting in regards to Landlords applying rent increases in 2021 that were not legal. There were requests from members of the public that there be some sort of press release.

Buddy Moore had submitted a flow chart to assist with tenants and landlords to determine where they may fall under the Rent Control (last page of the agenda packet).

No public comment was taken

The matter concluded with no action taken.

D. Tax Rate Adjustment (Prepared Research) - 02:31:35

The Chair reminded the Board and members of the public that there is an updated FAQ - one for tenants and one for landlords. The last 2 pages of the Landlord FAQ sheet has examples of how to add tax increases to unit base rent. Advised the public to read the FAQ sheet over and if questions arise to email housingsafety@portlandmaine.gov

As a reminder to the public, the Board has no involvement in tax adjustments and that it is outside of their purview.

E. Housing Service Costs - 02:34:45

This could potentially be a proposed revised worksheet for this type of rent increase; where there could be an increased cost from one year to the next and the increase in cost could be due inflation. This revised form could adjust what the base year is for inflation and compare that adjusted base year against the current year (comparison year).

> Taxes were also removed from the worksheet as it is not authorized by the Board.

It was suggested that the line “taxes” stay on the form but add a note saying “This does not regard the mil rate, only additional taxes, please provide documentation to explain the taxes you are including as a housing service cost”.

Barbara Vestal questioned how inflation was incorporated on the form. No action was taken.

Separate from subsection E -

The Chair proposes that for the month of September, specifically, applications that will be considered by the Board be summarized with the following information. This will be included in the agenda and will be done by Housing Safety.

Landlord, address & unit #, current & proposed rent, reasons for adjustment, and justification for such request. It will exclude private financial information.

Furthermore, an agenda item for the next meeting will include discussion of future summaries for rent increase applications in greater detail.

2nd by Barbara Vestal

Vote: 6-0

VII. Adjourn

Meeting end time: 8:10pm

<u>Minutes</u>

Remote Rent Board Meeting - Held Via Zoom
Wednesday, September 22, 2021

Start time: 5:03pm

II. Roll Call - 00:00:27

Austin Sims, Homeowner, District 5 - Chair
Barbara Vestal, Landlord, At-Large - Vice Chair
Christopher "Buddy" Moore, Tenant, District 1
Elliott Simpson, Tenant, District 3
Ian McCracken, Landlord, District 4 (late)
Elias Kann, Tenant, At-Large

There is one vacancy within the Board, so there are only 6 Board members until filled.

Staff present:

Anne Torregrossa, Corporation Counsel (late)
Katlyn Sawyer, Licensing & Registration Coordinator
Zachary Lenhert Licensing & Housing Safety Manager

III. Minutes - 00:01:14

Barbara Vestal had a few amendments to the minutes that included:

1. Section V, Page 2, Paragraph 1 - Change the sentence "Buddy Moore presented the document" to "Buddy Moore presented a San Jose annual rent adjustment study"
2. Section V, Page 2, Paragraph 2 - replace "Richard Rent Stabilization" with "Richmond, California Rent Stabilization"
3. Section VI, Part B, Page 4, 3rd Finding - replace "toilet paper" with "toilet valve"
4. Section VI, Part C, Page 5 - Add to the end of the item "The matter concluded with no action taken"
5. Section VI, Part E, Page 5 - Insert after paragraph 2 "Barbara Vestal questioned how inflation was incorporated on the form. No action was taken"

   2nd by Elliott Simpson
   Vote: 6-0

IV. Communications - 00:06:42

A. Housing Safety Memo

The Chair had noted that he and the Vice Chair had met with the Mayor and City Manager's office about finding funding for translation costs as part of the Rent Control/Rent Board documents

V. Unfinished Business - 00:10:33

A. Amended Housing Service Increase Worksheet

Buddy Moore had added the bold paragraph at the top of the form as a description to explain what this form would be used for. Following that he added a paragraph for instructions on how the form should be filled out.

> Under the line item of Taxes, he added a note that this would "NOT be those due to changes in mil rate"

On page 2, he created tables to show how one would adjust any increase in housing service costs for inflation.

> The Chair pointed out that there should be a link as to where the CPI is published and that the CPI calculation should read "1.043" versus ".043"
>
> The Vice Chair had concerns over the wording of "previous year costs" that previous would have to mean the immediately previous year when it could be any prior year
>
> Board members discussed CPI adjustments on housing service costs and how it reads in the ordinance, and that the applicant should note which year they might be designating as a previous year.

No action was taken.

B. Rent Increase Application Summaries - 00:34:20

The Chair advised that members of the public reach out to rentboard@portlandmaine.gov with any suggestions to be added or removed from the summary with an explanation of why.

Elliott Simpson had suggested that the summaries also include the number of bedrooms and bathrooms within each unit that is having a rent increase requested.

C. **Rent Increase Application - Public Comment - 00:45:05**
Landlord: Randy Johnson
Property Address: 23 Devonshire St #23
CBL: 082-B-021-001
Type of Increases: 1. Increased housing service costs 2. Fair rate of return

The Landlord mentioned that the previous tenant had passed away but was a smoker and so the apartment was heavily damaged. This required paint, trim, doors, new bathroom flooring, etc. The rent was at $800.00 way below market value and would like to recoup the costs from those renovations.

There are no current tenants as the unit is vacant.

No public comment was taken as there were no objections.

Discussion between Board members and the Landlord are as follows:

-This is a 2-unit building with units on the 1st and 2nd floor that consist of the same size. Rent charged is the same for the 2nd floor unit.

-The $1,500 proposed rent increase does include the CPI, new tenancy, tax rate adjustment, with the remaining being capital improvement costs.

-The Landlord is aware of the 10% cap and so if the Board was to approve the proposed rent of $1,500; the Landlord could only take $80 per year.

-Fair rate of return and market rate are not one in the same

-The Landlord mentioned on the application that he borrowed money - the Board would need to know details of this to base the amortization on.

-Housing Service costs worksheet is a breakdown of items with comparison years

-The Landlord does not need Board approval for the tax rate adjustment, CPI, or new tenancy

Discussion between Board members concluded:

-The total cost of improvements was $14,304

-Over a 5 year amortization schedule, the monthly increase of $238.40 would be allowed

-The Landlord did not provide enough information to grant a rent increase related to a fair rate of return, and that the Landlord may reapply in the future with sufficient documentation

Initially the Vice Chair made a motion that in addition to already authorized vacancy adjustment for changes in real estate taxes and CPI that the Board approves a rent increase for capital improvements of $238.40 based on a 5-year amortization of $14,304. The Landlord would be allowed to take full capital improvement increases in the first year without being limited to the 10% increase. The Board agrees this does not preclude a later application based on fair rate of return based on base year yielding other than a fair return

2nd by Ian McCracken
Vote: 3-3
(Buddy Moore, Elias Kann, and the Chair voted against this motion)

Elias Kann had then made an amendment to Barbara's in that the Landlord would be capped at the 10% increase until additional requirements were provided for a fair rate of return.

After further discussion from Board members, the Chair made a motion to accept Elias' version of the motion

2nd by Buddy Moore
Vote: 5-1
(Ian McCracken voted against this motion)

The Chair will submit what further information a Landlord can submit for a fair rate of return.

Elias requested that another item be added to the agenda and moved to follow after all rent increase applications have been heard. This was to discuss and determine what that sufficient information for a fair rate of return might include.

2nd by the Chair
Vote: 6-0

VI. New Business -

A. **Rent Increase Application - Public Comment - 01:57:56**
Landlord: Peter Colesworthy - Woodford Arms Inc
Property Address: 168 Woodford St #7 CBL: 124-J-014-001
Type of Increase: 1. Capital improvement costs

The Landlord mentioned that the previous tenant had moved out. He did two significant capital improvements to the unit. One being replacing the bathtub and shower surround for a cost of $2,500.00 and the other being the pad and carpet within the unit for a cost of $2,190.96; which brings the total cost to $4,690.96.
He requests that to recoup these expenses over a 60 month amortization period which would come out to $78 per month. He is however aware of the 10% cap which would end up being $55 per month, with the rest being banked rent for 2023.

As mentioned above, there are no current tenants as the unit is vacant.

No public comment was taken as there were no objectors.

The Board did not have any questions for the Landlord and moved straight into deliberation.

The Chair moved to accept the Landlord's application as presented.
    2nd by Elian Kann
    Vote: 6-0

B. Rent Increase Application - Public Comment - 02:07:39
Landlord: Thomas Watson - West Street Partners LLC
Property Address: 40 West St #42-2 CBL: 063-H-004-001
Type of Increase: 1. Renovation of a unit or Reconfiguration of one or more units

The Landlord intends to invest $12,521.52 as renovations to the unit based on a work estimate provided. He would like to seek a new base rent under Section 6-233(c) and to help improve the housing stock. This also gives the opportunity to determine what is a reasonable rent as opposed to a rent increase. He also referenced HUD guidelines to determine what is affordable along with an example of a calculation.

There are no current tenants as the unit is vacant.

Public comment was opened at 02:11:49
    The one person who spoke was in favor of the Landlord's request
    Public comment was closed at 02:13:00

The discussion with the Board and Landlord:
    -Seeking clarification from the Landlord that the work has not yet been done, which the Landlord confirmed that was correct

    -How the Landlord got the numbers leading to a total cost for an estimate. He stated that it came from Port Property Management.

    -The Landlord bought the property in 2020. He also confirmed that there will be no change in floor plan or moving of walls

Public comment was reopened 02:25:27
    General consensus from members of the public is that there's a necessity to determine what the definition of renovation truly is or better yet, what would not fall under classification of renovation

    Public comment closed at 02:34:00

After much deliberation with the Board, the Vice Chair moves to approve the application for the proposed new base rent at $1,450 based on 6-233(c) renovation
    2nd by Ian McCracken
    Vote: 2-4
    (Buddy Moore, Elliott Simpson, Elias Kann, and the Chair voted against the motion)

The Chair did propose that the Board could review this application as a capital improvement rent increase based on a 5 year amortization with the offer to apply in the future for fair rate of return

The Vice Chair added that this would come out to an increase of rent of $208 per month, which added to the base rent of $925 would equal $1,133 and be subject to the 10% cap.

The Landlord agreed to amend the application to be reviewed under capital improvements versus renovation of a new base rent

The Vice Chair moved to accept the agreement of the Landlord to amend pending proposal to make a determination based on capital improvements of $12,521.52 amortized over 5 years resulting in a $208 rent increase with provise of the applicant not precluded from coming back with an application based on fair rate of return in the future

2nd by Elias Kann

Vote: 6-0

C. Rent Increase Application - Public Comment - 03:31:05
Landlord: East Danforth LLC
Property Address: 67 Danforth St #67-1,#67-2, #67-3, #67-4, #69-1, #69-2, #69-3
CBL: 040-A-022-001
Type of Increases: 1. Capital improvement costs 2. Fair rate of return

The Landlord installed a life safety fire alarm system that costs $35,904.69 towards capital improvements. He also included a presentation for a fair rate of return at this property.

No tenants spoke as an objector.

Public comment was received in regards to making exceptions of exceeding 10% cap.

The Chair moved to accept the application as presented

2nd by Elias Kann

Vote: 6-0

Ian McCracken had suggested about adding an agenda topic to the end of the next meeting to discuss about items/things learned

The Chair formally requested that an agenda item “Quarterly Check-In of Lessons Learned” including top level items from the 9/22/21 Rent Board meeting be added as a final agenda item for the 10/27/21 Rent Board meeting

The Board discussed additional application evidence to be submitted for a fair rate of return

Floor plan

Financials

Relevant units in the area

Amount of rent charged of units of comparable square footage in the immediate vicinity

Factors:

-Rent charged abnormally low due to Landlord making substantial capital improvements not reflected in base year rents

-Substantial repairs due to exceptional circumstances

-Other expenses unreasonably high

-Base year rents did not reflect market transactions which may be a special relationship between Landlord and Tenant

The Chair will follow up with Housing Safety for a quick list

At **04:11:00** The Board reviewed the final decision forms in regards to the Rent Increase applications that were sought before the Board and they are as follows

1. 23 Devonshire Street

   Vote: 6-0

2. 168 Woodford Street

   Vote: 6-0

3. 40 West Street

   Vote: 6-0

4. 67 Danforth Street

   Vote: 6-0

VII. Adjourn - 04:31:45

Meeting end time: 9:35

Possible Motions

- To adopt the draft rule, Version A
- To adopt the draft rule, Version B

Draft Rule

The Rent Board Rules of Procedure are amended to renumber Article VIII to Article IX and insert a new article:

ARTICLE VIII. PROCESS FOR RECUSAL

Section 1. Any member of the Rent Board that is recused from consideration of an item of business or matter before the Board will refrain from participating in the Board's consideration of that item of business or matter. The recused member may participate in that item solely as a member of the public or as an Applicant, Objector, or "specially interested party," if applicable.

Section 2. A recusal remains in effect for all further consideration of the item of business from which the Rent Board member is recused, including any subsequent meetings or decisions.

Section 3. Any member may voluntarily recuse themselves from consideration of an item of business by offering their recusal prior to the Rent Board's consideration of the item. Such a recusal shall take effect immediately and does not require a vote.

Version A:

Section 4. Any member may make a motion to recuse another member from consideration of an item of business or matter before the board prior to the Rent Board's consideration of the item or matter. The Rent Board may recuse one or more of its members for any of the following reasons, or for any other reason not specifically identified below:

1. The existence of a conflict of interest pursuant to 30-A M.R.S.A. § 2605, as amended;
2. The existence of actual or perceived bias that would prevent the member from making a fair and impartial decision on an item of business before the Rent Board; or
3. Any other reason the Rent Board deems necessary to comply with applicable law, and/or preserve the integrity of the Board's proceedings and decisions.

Version B:

Section 4. Any member may make a motion to recuse another member from consideration of an item of business or matter before the board prior to the Rent Board's consideration of the item or matter. The Rent Board may recuse one or more of its members for any of the following reasons:

1. The existence of a conflict of interest pursuant to 30-A M.R.S.A. § 2605, as amended; or
2. The existence of actual or perceived bias that would prevent the member from making a fair and impartial decision on an item of business or matter before the Rent Board.

(Section 4 Cont.) The Rent Board member making a motion to recuse another member from consideration of an item of business must specify the reason for the recusal in the motion. If such a motion is moved and seconded, the Rent Board will proceed with discussion of the recusal motion, with the member to be recused having the opportunity to speak first and respond to any questions or comments raised by other members. Following discussion, a vote will be taken among all present members except the member to be recused. If a simple majority of the Rent Board members votes in favor of recusal, the member shall be recused following the rules in Section 1 and 2.

Redline Version

The Rent Board Rules of Procedure are amended to renumber Article VIII to Article IX and insert a new article:

ARTICLE VIII. PROCESS FOR RECUSAL

Section 1. Any member of the Rent ~~b~~Board that is recused from consideration of an item of business or matter before the Board will refrain from participating in ~~any part of~~ the~~at~~ Board's consideration of that item of business or matter~~as a Board member~~. The recused member may participate in that item solely as a member of the public or as an Applicant, Objector, or "specially interested party," if applicable.

Section 2. A recusal remains in effect for all further consideration of the~~at~~ item of business from which the Rent Board member is recused, including any subsequent meetings or decisions.

Section 3. Any member may voluntarily recuse themselves from consideration of an item of business by offering their~~stating their intent to~~ recusal~~e~~ prior to the Rent Board's consideration of~~taking up~~ the item. Such a recusal shall take effect immediately and does not require a vote.

Section 4. Any member may make a motion to recuse another member from consideration of an item of business or matter before the board prior to the Rent Board's consideration of~~taking up~~ the item or matter. The Rent Board may recuse one or more of its members for any of ~~When making such a motion, the member must specify the reason for recusal from~~ the following reasons, or for any other reason not specifically identified below:

1. ~~The member to be recused has an interest as defined by Sec. 6-261 of the Ordinance.~~ The existence of a conflict of interest pursuant to 30-A M.R.S.A. § 2605, as amended;
2. The existence of actual or perceived bias that would prevent the member from making a fair and impartial decision on an item of business before the Rent Board; or
3. Any other reason the Rent Board deems necessary to comply with applicable law, and/or preserve the integrity of the Board's proceedings and decisions.

The Rent Board member making a motion to recuse another member from consideration of an item of business must specify the reason for the recusal in the motion. If such a motion is moved and seconded, the Rent Board will proceed with discussion of the ~~item~~ recusal motion, with the member to be recused having the opportunity to speak ~~last~~ first and respond to any questions or comments raised by other members. Following discussion, a vote will be taken among all present members except the member to be recused. If a simple majority of the Rent Board members votes in favor of recusal, the member shall be recused following the rules in Section 1 and 2.

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

January 24, 2024 – Tabled to March 27, 2024 – Tabled to April 24, 2024

Owner Name and Address

Maryann Shea and Christoper Shea

24 Winding Way

Peaks Island, ME 04108

Property Address

78 Mellen St, Unit #6

CBL

048-C-012-M06

Tenants/Interested Parties

Yes

City of Portland – Housing Safety Division
LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

August 23, 2023 – Tabled to December 27, 2023 – Tabled to April 24, 2024

Owner Name and Address

Forty Nine LLC, 82 Hanover St, Portland, ME 04101

Landlord's Representative and Address

Caleb Normandeau with Port Property, 86 Hanover St, Portland, ME 04101

Property Address

19 Parris St, Units 1-9

CBL

033-I-005-001

Tenants/Interested Parties

Yes

Type of Request

	Renovation of a unit or Reconfiguration of one or more units (6-233(c))
	Capital Improvement Costs, including financing costs (6-234(b)(5)(a))
	Uninsured repair costs (6-234(b)(5)(d))
X	Increased housing service costs (6-234(b)(5)(c))
	Fair Rate of Return (6-234(b)(5)(d))

portland

Dylan Orr <dorr@portlandmaine.gov>

Written Public Comment

1 message

Sabryna Montminy <smontminy@spurwink.org> Sun, Apr 21, 2024 at 6:04 PM
To: "rentboard@portlandmaine.gov" <rentboard@portlandmaine.gov>

Dear Rent Board,

I work as a case manager in downtown Portland. I make around $41,000 a year. I pay over $1,400 in rent at 19 Parris st, Portland, ME, for a 375 sqft apartment.

The management company, Port Property, has recently proposed a rent increase of $94.22 due to overhead building/management costs. That is nearly a 7% increase of rent, vs the legal 2% approved raise in Portland. 19 Parris st, while a lovely apartment building, is extremely old. There are no renovations or upgrades planned or scheduled to benefit myself or other tenants that would justify such a steep rent increase. Units have black mold, outlets that are not secured in the wall, have outdated appliances or no appliances at all, they have hand-cut-to-size window shades, holes in the floors around pipes due to no proper fittings, large gaps in floorboards, holes in the foundation outside that allow mice to sneak in and out of the basement, the mailboxes have no keys and are unlocked with no indication of ever being replaced. There are many other things that are not quite issues but are unpleasant. While some of these things were outlined in the lease and brought to attention before moving into the apartment, nothing would justify a $94.22 increase in rent. I enjoy the apartment that I live in, and I'm aware the building has these "quirks." With the state of the building and individual apartments, a 2% increase in rent, which would be around $30 - is a fair amount of money when you're paying over $1,400 a month in rent.

The management company does provide vacuuming of the hallways once a month and sends someone to take the trash cans to the curb once a week, which is appreciated, but certainly not of enough value to justify this proposal.

I am asking you to please consider the single residents, such as myself, the families with young children, and young couples that live in the building when voting to approve or deny the request to raise rent by $94.22 for 19 Parris st. Such a steep increase over the original 2% would create the 370sqft apartments, to become unaffordable for myself and many others living in the building. There is a significant difference between $30 vs $94.22 for a rental increase, especially when you are paying over $1,400 per month.

There are folks who have lived in the building for 5 years who have been extremely clean, quiet, and friendly, and who have paid their rent on time. I would like to become one of those tenants, to stay for years, but that is only financially possible with a typical 2% rental increase.

As a resident of 19 Parris st, I am asking the rent board to deny this proposal request put forth by Port Property Management Company. The rent will still be raised regardless, they will still make more money than last year, and will continue to do so each year thereafter. Thank you for your time and consideration.

portland City of

Dylan Orr <dorr@portlandmaine.gov>

Written Public Comment

1 message

mugsydigs Bowman <mugsydigs@hotmail.com> Mon, Apr 22, 2024 at 9:51 AM
To: "rentboard@portlandmaine.gov" <rentboard@portlandmaine.gov>

Dear Rent Control Board,
I am a resident of 19 Parris Street owner by Port Property Management. I have lived here for 7 years. I am asking you to deny the nearly 7% rent increase proposed by Port Property. There have been no improvements or upgrades made to individual apartments, common areas or building property. I cannot afford to pay another almost 5% rent increase on top of the legal increase of 2% per year.
Thank you for your consideration,
-Marguerite Bowman
19 Parris Street #2

City of portland

Dylan Orr <dorr@portlandmaine.gov>

Written Public comment

1 message

'jimoh aishat oluwabunmi' via Rent Board <rentboard@portlandmaine.gov> Mon, Apr 22, 2024 at 12:02 PM
Reply-To: jimoh aishat oluwabunmi <fbumze85@yahoo.com>
To: rentboard@portlandmaine.gov

Dear Rent Board Control,

I am a resident of 19 Parris st, Portland, Me,04101. I am asking you to deny the proposal of a rental increase of $94.22 submitted by Port Property. Port Property has not made any upgrades or improvements to individual Apartments ,and instead is proposing a rental increase based on their overhead costs/building management costs. It is not the responsibility of tenants to pay more money than the legal 2% rent increase per year. Please take into consideration the individuals,couples, and families with children most especially we immigrant that only one person in the household working and increasing the apartment every time is out of it.

Port Property is a multi-million-dollar company that owns many buildings,residential and commercial,around the city of Portland, Maine.

I, and many other immigrant or tenants cannot afford a rental increase per month of $94.22. While that may not seem like such a large number per month, a nearly 7% increase vs a 2% increase is a large margin.

Thank you,

Aishat Ibrahim jimoh

19 Parris st, Me, 04101.

Unit 5.

Sent from Yahoo Mail for iPad

Written Public Comment

1 message

Marsha Ames <marsha.ames@gmail.com> Wed, Apr 17, 2024 at 11:29 AM
To: rentboard@portlandmaine.gov

Dear Rent Board Control,
I am a resident of 19 Parris St, Portland, ME 04101. I'd like to ask you to please deny the proposal of a rental increase of $94.22 submitted by Port Property. Port Property has not made any significant upgrades or improvements to my apartment or the building since 2016. Port Property requests a rental increase solely on overhead/ building management costs. They have changed management portfolios for this property over four times since I have been a tenant. It is not the responsibility of tenets to pay more money than the legal 2% rent increase per year. Please consider the individuals, couples, and families with children who live at 19 Parris St.

Port Property is a multi-million dollar company that owns many residential and commercial buildings around the city of Portland, Maine.

I, and many others, cannot afford a renal increase of $94.22. While that may not seem like a large monthly monetary increase, a nearly 7% vs. 2 % increase is a large margin.

Thank you for your consideration and time,
Marsha Ames
19 Parris Street, Apartment 8
Portland, ME 04101

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

August 23, 2023 – Tabled to December 27, 2023 – Tabled to April 24, 2024

Owner Name and Address

Spar Inc, 82 Hanover St, Portland, ME 04101

Landlord's Representative and Address

Caleb Normandeau with Port Property, 85 Hanover St, Portland, ME 04101

Property Address

20 Melbourne St, all 7 units

CBL

014-G-014-001

Tenants/Interested Parties

Yes

Type of Request

	Renovation of a unit or Reconfiguration of one or more units (6-233(c))
	Capital Improvement Costs, including financing costs (6-234(b)(5)(a))
	Uninsured repair costs (6-234(b)(5)(d))
X	Increased housing service costs (6-234(b)(5)(c))
	Fair Rate of Return (6-234(b)(5)(d))

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

August 23, 2023 – Tabled to December 27, 2023 – Tabled to April 24, 2024

Owner Name and Address

West Company, 82 Hanover St, Portland, ME 04101

Landlord's Representative and Address

Caleb Normandeau with Port Property, 83 Hanover St, Portland, ME 04101

Property Address

55 William St, all 12 units

CBL

116-A-025-001

Tenants/Interested Parties

Yes

Type of Request

	Renovation of a unit or Reconfiguration of one or more units (6-233(c))
	Capital Improvement Costs, including financing costs (6-234(b)(5)(a))
	Uninsured repair costs (6-234(b)(5)(d))
X	Increased housing service costs (6-234(b)(5)(c))
	Fair Rate of Return (6-234(b)(5)(d))

City of Portland – Housing Safety Division
LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

August 23, 2023 – Tabled to December 27, 2023 – Tabled to April 24, 2024

Owner Name and Address

West Company, 82 Hanover St, Portland, ME 04101

Landlord's Representative and Address

Caleb Normandeau with Port Property, 82 Hanover St, Portland, ME 04101

Property Address

60 Carleton St, all 4 units

CBL

063-D-013-001

Tenants/Interested Parties

Yes

Type of Request

	Renovation of a unit or Reconfiguration of one or more units (6-233(c))
	Capital Improvement Costs, including financing costs (6-234(b)(5)(a))
	Uninsured repair costs (6-234(b)(5)(d))
X	Increased housing service costs (6-234(b)(5)(c))
	Fair Rate of Return (6-234(b)(5)(d))

April 17, 2024

City of Portland Rent Board
Mr. Philip Mathieu
Via email: rentboard@portlandmaine.gov

Dear Chair Mathieu and esteemed members of the Rent Board,

Under the authority granted tenants in section 6-234 (e) of the city code, and within the Rent Board's jurisdiction as outlined in section 6-263 (c), I submit this letter as a formal complaint against the landlord of 36 Sawyer Street, Ms. Elizabeth Kane, who resides at 16252 Bush Rd, Nevada City, CA for:

1) Retaliating against me and my partner by terminating our tenancy 28 days after we notified her and the city that there were problems with the legality of the rent level she was charging, in violation of sec 6-237(e);
2) Raising the rent of our unit by 22% in 2023, in violation of sec 6-234(c);
3) Attempting to raise our rent 7% in 2024 without providing the requisite explanation, in violation of sec 6-234(d);
4) Claiming the 2023 turnover of the previous tenant in our unit was voluntary and attempting to collect the additional 5% bump in rent, in violation of sec 6-234(b)2;
5) Leaving our rent controlled units unregistered for sixteen months from the time the units entered the rent control market, in violation of sec 6-151(a);
6) Providing false information with respect to registration, in violation of sec 6-151(f);
7) Failing to provide us with the Rental Housing Rights Document or post it in the building, in violation of 6-238(b)&(d).

In light of the above, I ask the Rent Board to use the full force of its authority to prevent Ms. Kane from retaliating against me and my partner by issuing minimum fines of $200 a day from the day she issued the retaliatory notice of non-lease renewal (April 2, 2024) and for every day going forward until she rescinds said notice.

I also request that you fine Ms. Kane to the fullest extent of your authority for over-charging us $190 more a month than is allowable, for issuing an illegal notice of increase, for continuing to fail to provide any tenants in the building with the Rental Housing Rights Document or post it in the building, for continuing to attempt to collect 5% on an involuntary turnover, and for failing, for 16 months, to simply register the units required by law.

Additionally, as you know, Sec. 6-234 (f) states,

> "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."

This enforcement mechanism under your jurisdiction, simply put, requires that any landlord substantially out of compliance with *any* provision of the Rent Control Ordinance may not impose or collect *any* rent increases covering that period and until they are back in compliance.

With this information, we ask that you require Ms. Kane to rescind all rent increases imposed and/or banked on the property since January 1, 2023, through the date of this letter, and refund what was collected above the base rent; $1,600 for our unit and $2900 for unit 2. This would amount to $350 a month refunded to my unit, times eleven months, for a total refund of $3,850.

Further, we ask that you insist that she provide 90 days notice for any future increases only **after** she achieves full compliance. We request that you set the banked rent at what is fully allowable, meaning no "voluntary" 5% increase, etc, and that you limit any 2024 increase to 2%, plus the banked rent you determine allowable, if any, for both units at the property.

As you are well aware, it is the responsibility of any new business owner to learn the rules of the business they are entering. And while it would be reasonable to allow a new landlord a little leeway, the length and extent of these violations make clear this landlord neither cared about following the rules in the past, nor does she care about following them in the present. Nor is she accepting that she cannot kick us out simply for asserting our rights.

In relation to this final point, retaliation, perhaps the most important component of this complaint, please note that the Rent Control Ordinance is black and white stating, in Sec. 6-237(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 … has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance … There is a rebuttable presumption that any adverse action by the Landlord … was commenced in retaliation against the Tenant if, within 6 months prior to the commencement of the adverse action the Tenant … complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.*"

That means, because the retaliatory act occurred well within the 6 month window of when I notified the landlord and the city that there was a problem, the burden of proof is now on the landlord to prove she is not retaliating. As you will see in the evidence below, that will be a hard sell, since she called us "stellar tenants" when offering us a second year, just 30 days prior to rescinding said offer after we exposed her multiple violations. Nor can she claim that terminating our tenancy will allow her to generate additional rent, since she has lost the possibility of a 5% bump this year since we are not leaving voluntarily.

Once you have reviewed the facts below, we hope you ensure that our landlord fully complies and is appropriately fined for her transgressions.

Please accept this letter and accompanying evidence as my formal complaint.

The basic case in front of you

We rented unit 1 of 36 Sawyer Street in June 2023 from Elizabeth Kane, a California resident who we have never met for the entirety of our tenancy. Following an invitation on March 2, 2023, to renew our tenancy calling us “stellar tenants” with a proposed rent increase of 7%, it came to my attention that 36 Sawyer Street had not been registered with the City of Portland as a long-term rental since Ms. Kane purchased it in October 2022. It also came to my attention that the landlord imposed a rent increase of 22% ($1,600/month to $1,950/month) between the previous tenancy being terminated in April 2023 and my tenancy beginning in June 2023. **After agreeing that we wanted to continue our tenancy for the 2024-2025 lease period while asserting our rights under the city code to our landlord and the Housing Safety Office [HSO], our landlord decided on April 2, 2024 that they were no longer going to renew our tenancy – with no further explanation except to say, “we are going in a different direction.”**

The detail behind each violation

1. **Retaliation**

On March 2nd, 2024, our landlord emailed us to renew our lease, calling us “stellar tenants”, stating that they have “enjoyed having us”, and that they “really appreciate our diligence in reporting any issues that have arisen at the property.”(Attachment A) Following the lease renewal email, I had discovered that the unit had never been registered by our landlord and that the rent had been raised beyond the legal limit after the previous tenancy was terminated. I called the HSO and was put in touch with a city employee the next day to discuss my complaint. (Attachment D) **We replied to our landlord with our intention to renew our lease for another year along with a complaint to assert our Tenant’s rights under the city code.** Our landlord immediately paused conversation on our renewal, stating that they were in contact with the Rent Board and that the regulations had changed since renting to us (untrue). (Attachment A)

Twenty-eight days later, our landlord emailed us, on April 2nd, with the decision that they would no longer be renewing our lease (Attachment B). Our only contact with our landlord between their invitation to renew our lease and this exchange was to report a leak at our property on March 19th. The renewal of our lease was not discussed.

We replied to their email, stating our shock at this decision and reiterating that we would still like to renew our lease as we had said before. We asked if there was any way to negotiate the renewal of our lease and why their decision had changed so suddenly. They replied that it was their final decision, with no further explanation. (Attachment B) On April 3rd, we received an email about the current non-compliance of our lease with an offer to credit us $2090 for overcharged rent during our lease (this amount assumes Ms. Kane is entitled to a 10% increase in 2023). (Attachment C) **They have, however, decided to renew the lease of our upstairs neighbor, who did not complain to the city.**

2. **Raising rent beyond allowable increases**

The previous tenant in unit 1 moved into the building in May 2022 for a 12-month lease at a rent of $1600/month. (Attachments E, H, & I) Unit 2 was occupied by the previous owner of the building, who had appropriately registered the property with the city. (Attachment O) On October 31st, 2022, 36 Sawyer Street was purchased by Jane Irving, Patrick Irving, Elizabeth Kane, and Cephas Hoffman. (Attachments K & L) At the time of purchase, the new owners took on the lease for unit 1 (at $1600/month) and the building was no longer owner-occupied. Following the termination of the previous tenancy ($1600/month), Unit 1 was rented to us in June 2023 at a rate of $1950/month, a 22% increase. (Attachment J)

3. **Attempting to raise rent without appropriate notice**

The original email offer of lease renewal came with a proposed rent increase of 7%. This notice of rent increase did not follow requirements outlined in section 6-234(d). (Attachment A)

4. **Claiming the 2023 turnover of the previous tenant in our unit was voluntary**

In the March 2024 registration process, Ms. Kane is attempting to bank a 5% bump in rent by claiming the tenant prior to us left voluntarily. (Attachment C) The previous tenant has provided testimony contesting that claim. (Attachment E) **On January 27th, 2023, Elizabeth Kane notified the previous tenant that she would be terminating his tenancy, ending April 30th, and that she would be occupying the unit beginning May 1st, 2023. (**Attachment F**) The unit was listed for rent on May 11th with an illegal increase of 22%.** (Attachment G) According to the previous tenant, he believes she ended his tenancy because she wanted to raise the rent. According to the rental registration office, our landlord had expressed interest in the 5% increase following a new tenant in the days leading up to her termination of our tenancy.

5. **Failing to register long-term rental properties**

After purchasing the property in October 2022, the new owners did not register the units as long-term rentals until March 2024, after we had notified them of the rent control ordinance. (Attachments O, P, & Q)

6. **Providing false information on registration**

When registering the units in March 2024, Elizabeth Kane provided false information on the registration forms. There was an omission of the monthly rent charged on November 1st, 2022 (conveniently, the exact day they became landlords for 36 Sawyer Street), hiding the 22% increase, and misallocating illogical numbers in the allowable increase categories. (Attachment Q) The HSO accepted this incorrect and extremely late registration, imposing no late fees, despite already having evidence that the registration information was incorrect. As of April 17, the supplemental information is still incorrect on the Citizen Self Service portal. (Attachment S) Currently, the landlord has saved money through this situation by skipping the 2023 registration fees altogether with no penalty. (Attachment R)

7. **Failing to provide Rental Housing Rights document**

We were not given the Rental Housing Rights document from our landlord and it is not posted anywhere in our building.

As these seven violations show, for the entirety of 2023, Ms. Kane was not in substantial compliance with several provisions of Chapter 6, and therefore is not entitled to impose any increases otherwise permitted under 6-234. Ms. Kane cannot retain **or bank** increases to which she was not entitled, as outlined in Sec. 6-234(f). While Ms. Kane was not and currently still is not in substantial compliance, our rent should be set at the base rent of $1600/month with an allowable increase, after she is fully compliant, of 2% for our unit and unit 2.

The evidence

1) An email chain from March 2, 2024 through March 5, 2024 originating from our landlord thanking us for being stellar tenants, stating they have enjoyed having us and appreciate our diligence in reporting issues at the property, with an offer to renew our lease for the period of 06/01/2024 to 06/01/2025. We then stated our intention to continue our tenancy for another year, asserted our Tenant's rights and complained about the lack of compliance. They replied stating that they were in contact with the Rent Board and that the regulations had changed since their purchase of the property and since renting to us, and paused conversation on our renewal. (See Attachment A)
2) An email chain from April 2, 2024 to April 5, 2024 originating from our landlords stating that they would not renew our lease upon its expiration. We replied expressing our shock and asking if they would negotiate for our lease renewal and explain the sudden change, to which they declined to negotiate and stated it was their final decision. (See Attachment B)
3) An email from our landlord on April 3, 2024 stating that our lease was not in compliance and that they would owe us $2,090 in back rent. This email shows that Ms. Kane is attempting to bank the 5% new tenancy increase and retroactively bank rent dating back to their purchase of the property. (See Attachment C)
4) The memo of the Rent Control Inspection that resulted from my complaint to HSO, stating that my complaint began when I called in the beginning of March after the offer of lease renewal and that the landlord called to register the property after we had informed them of the requirements under the city ordinance. (See Attachment D)
5) A letter of support from the previous tenant stating the termination of his tenancy was not voluntary. (See Attachment E)
6) Notice to vacate email for previous tenant where Elizabeth Kane alleges that she will be occupying the property as of May 1st, 2023. (See Attachment F)
7) Zillow history showing unit 1 was listed for rent on May 11th, 2023. (See Attachment G)
8) Screenshots of text messages from the previous owner of 36 Sawyer Street and previous tenant of unit 1, confirming rent price and lease period of previous tenant. The previous tenant alleges that they terminated his tenancy to increase the rent of the unit. (See Attachments H & I)

9) Our current lease for the period of June 01, 2023 to May 31, 2024 showing a rent increase of 22% from the previous tenant. (See Attachment J)
10) The deed and mortgage of purchase for 36 Sawyer Street verifying date of purchase. (See Attachments K & L)
11) Screenshots of Cephas Hoffman's Instagram posts about purchasing the property and listing unit 2 for rental. (See Attachments M & N)
12) The Citizen Self Service portal on March 6, 2024, showing the units had not been registered to the new owners. (See Attachment O)
13) The rental registration application forms for 36 Sawyer Street, showing a misspelling of the street name of the property, banked rent accrual amounts for Unit 2 despite never registering and banking rent, an omission of the November 1, 2022 monthly rent for unit 1, an allocation of $5 to the AIP and an allocation of $41.41 of banked rent despite never registering and banking rent. (See Attachments P & Q)
14) Information on the Citizen Self Service portal showing that no late fees were charged to register two units sixteen months late, including accepting the incorrect information provided on Attachment Q despite HSO already having the correct information prior to the application for registration. (See Attachments R & S)

In Summary

As you will see once you have reviewed this letter and all the attachments, the evidence shows that Ms. Kane violated multiple portions of the rent control ordinance until caught, told us that our tenancy would be continuing until June 2025, and then retaliated against us 28 days later following an assertion of our rights by abruptly rescinding her offer of a one-year extension.

Ms. Kane terminated the previous tenancy, telling the tenant she would be occupying the property. Instead, she turned around and illegally increased the rent of the unit by 22% one month later. When confronted with her transgressions, Ms. Kane lied to us about the timing of ordinance changes and deflected blame at every step. Ms. Kane has shown no remorse for her transgressions and the only explanation we received for her non-compliance was to deflect blame onto a nameless entity for giving her "a misrepresented interpretation of the ordinance."

Our goal has always been to stay in our unit as long-term tenants at the legally allowable rent for multiple years, a sentiment that our landlord had expressed agreement with from the beginning of our tenancy because this is the best financial option for her.

The burden of proof now rests with Ms. Kane to prove that she is not refusing to rent us our dwelling due to us asserting our Tenant's rights. I hope you will immediately schedule a hearing on this matter.

Despite my appeals to the HSO, Ms. Kane still faces no repercussions while my partner and I are the only ones facing the consequences of her transgressions. **The fact that an absentee landlord whom we have never met and does not live in the community she profits from, following multiple code violations, can**

decide to force us out of this community, while facing the possibility of no consequences, sets a concerning precedent and goes against the spirit of the entire rent control ordinance.

I hope you will act swiftly and strongly on behalf of our situation, and all tenants who may be retaliated against in the future.

Thank you for your consideration,

Bradley Davis
Tenant, 36 Sawyer Street Unit 1

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

April 24, 2024

Owner Name and Address

36 Alder LLC

550 Forest Ave, Suite 204

Portland, ME 04101

Property Address

36 Alder St, Units 1-2

CBL

033-C-020-001

Tenants/Interested Parties

Yes