RENT BOARD

June 3, 2024
6:30 PM

ZOOM INFORMATION:

a. Please click the link below to join the webinar:
https://portlandmaine-gov.zoom.us/j/85404434637?pwd=tbbWl9TtEgZfugYUAn5RGFZy1VMWww.j7TF-HyPQCilpi9h
Passcode: 121426
Or One tap mobile :
+13126266799,,85404434637#,,,,*121426# US (Chicago)
+16469313860,,85404434637#,,,,*121426# US
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
Webinar ID: 854 0443 4637
Passcode: 121426
International numbers available: https://portlandmaine-gov.zoom.us/u/kpTnkznGH

II. ROLL CALL:

III. 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. Written Public Comment

IV. UNFINISHED BUSINESS:

a. Findings of Fact & Conclusions of Law - 36 Sawyer St Tenant Rights Complaint

V. Adjourn

Written Public Comment: 7 Days notice: Vote Yes

1 message

Winston Lumpkins <winston.lumpkins@gmail.com> Fri, May 31, 2024 at 10:17 AM
To: Rent Board <rentboard@portlandmaine.gov>

Dear Chair Mathieu, Members of the Portland Rent Board,

I want to urge you to vote yes on the proposed public access rule change.

While giving 7 days notice for a meeting sounds arduous; I have a near perfect record of doing so in my role as the Chair of the Bicycle and Pedestrian Advisory Committee; though I will admit that sometimes agenda items get added after meeting notice and the agenda are sent out, that is a choice to allow more participation in a more informal ad-hoc committee than the rent board. One simply adjusts the timing of working on agenda materials, and after the first month it is no hardship.

While it is the default for the city to provide meeting information on the Friday before a meeting, meetings often fall early in the week, giving precious little time to review, or promote, a meeting.

While I strive to be an involved and informed citizen of this fair city, I also do shift work for a living, working unpredictable hours, sometimes with very little sleep; anything short of 7 days notice is sometimes **not notice at all**, as if posted for a Tuesday meeting it's conceivable I'll be working 3rd shifts Friday, Saturday, Sunday and Monday, rendering my ability to even notice that an agenda was posted nearly nill.

We must acknowledge that we are a city of service industry workers, from line cooks and bartenders working late into the night, Bakers like myself rising at 2 am, and hotel staff working god only knows when. Public access must extend to the workers who power this city, or it is only performative access only for those who have Saturday and Sunday off to review documents.

Additionally, while other committee and council meetings are perhaps more of a problem for me, trying to promote a meeting so that an item can have robust public comment is nearly impossible without a week's notice of the content of the meeting. Some have complained of a lack of engagement with their committees; without a full week's notice of agenda items, a lack of engagement is inevitable.

Thank you for considering this change; may other committees follow in your footsteps.

Thank you for serving on the rent board,

Sincerely,

~Winston

Winston Lumpkins IV (he/him/his)

Chair, Portland Bicycle & Pedestrian Advisory Committee
https://www.portlandbikeped.org/

winston.lumpkins@gmail.com
207-408-1508

City of Portland – Housing Safety Division
TENANT RIGHTS APPEAL

Date of Hearing:

May 2, 2024 – Tabled to May 13, 2024 – Tabled to May 22, 2024 – Tabled to May 29, 2024

Appellant:

Bradley Davis
36 Sawyer St, Unit 1
Portland, ME 04103

Owner Name and Address:

Elizabeth Kane
16252 Bush Rd
Nevada City, CA 95959

Property Address:

36 Sawyer St, Unit 1
Portland, ME 04103

CBL:

138-A-012-001

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

From: **Elizabeth Kane** lizzkane@gmail.com
Subject: Re: Lease Renewal
Date: March 5, 2024 at 5:00 PM
To: Bradley Davis bsdavis@bu.edu

Hi Madi and Bradley, thank you for reaching out with your concerns. We have been in contact with the rent board and are currently renewing our registration. The regulations have changed since we purchased the property, and since we have rented to you. We are in communication with them and completing all paperwork needed for compliance. There are multiple aspects that make up the total maximum allowable increase of 10% annually. The units qualify for banked rent among other adjustments on top of the 2% annual raise. Let's pause all conversation regarding renewing your lease until we have completed everything that is needed with the city of Portland. We want to make sure that we are in total compliance. We will get back to you promptly with the correct math once we have completed the process with the rent board.

Thank you,
Elizabeth Kane and Cephas Hoffman

On Tue, Mar 5, 2024 at 12:51 PM Bradley Davis <bsdavis@bu.edu> wrote:

> Hi Liz and Cephas,
>
> We wanted to first thank you for your accommodation around the pet policy. We love living in this unit and would love to continue our tenancy for another year.
>
> Based on the Portland rent control ordinance, it appears the maximum allowable increase for 2024 is 2% (it seems like the new rental amount would represent a 7% increase). In addition, we recently became aware of the previous rental amount prior to our lease and from our understanding it seems as if there was a ~22% increase between the previous tenants and our current lease. We are new to these regulations (as is everyone!) but it would seem that that increase should have been no more than 10%. We're worried that our lease doesn't align with the current ordinance.
>
> We really love living here and having you as landlords and we are open to any solutions you have to propose. Thanks in advance for your open communication with us.
>
> Best Regards,
> Bradley and Madi
>
> > On Mar 2, 2024, at 3:33 PM, Elizabeth Kane <lizzkane@gmail.com> wrote:
> >
> >
> > Hello Madison and Bradley. Thank you for being stellar tenants at 36 Sawyer St. We have enjoyed having you! We would like to renew your lease for the period of 06/01/2024-06/01/2025. We will be conducting a slight rent raise of $135.00 per month totaling a monthly rent of $2085.00. We are also dog lovers and thought about your request for a dog. We are willing to amend the pet policy at 36 Sawyer St to include the allowance of one dog, that is not a puppy (no puppys), and we are still going to prohibit the allowance of cats. We do please request that all dog poop in the yard is bagged/cleaned up immediately to preserve the enjoyment of the yard for all tenants at 36 Sawyer St. If you would like to renew your lease for the year of 2024-2025 please let us know at your earliest convenience. Ethan has informed us that he can facilitate the resigning at any time. Your text indicated that you would like to potentially have a verbal conversation about the pet policy, if you have any additional questions or points of discussion on pets or anything else please do not hesitate to reach out to us at any time. We really appreciate your diligence in reporting any issues that have arisen at the property. We look forward to Hearing from you!
> >
> > Thanks,
> > Elizabeth Kane & Cephas Hoffman

From: **Madison Mahoney** madison.mahoney07@gmail.com
Subject: Fwd:
Date: April 5, 2024 at 11:08 AM
To: Bradley Davis bsdavis@bu.edu

Sent from my iPhone

Begin forwarded message:

> **From:** Elizabeth Kane <lizzkane@gmail.com>
> **Date:** April 5, 2024 at 10:53:16 AM EDT
> **To:** Madison Mahoney <madison.mahoney07@gmail.com>
> **Subject: Re:**
>
> Hi Madi and Bradley, this is our final decision. Please let us know if you have any questions regarding your refund and how you would like to receive it.
>
> Thank you,
> Elizabeth Kane and Cephas Hoffman
>
> On Thu, Apr 4, 2024 at 7:24 AM Madison Mahoney <madison.mahoney07@gmail.com> wrote:
>
> > Hi Liz and Cephas,
> >
> > This email comes as a shock to us. We feel so settled and happy here and have truly made this place our home. We have a great relationship with you two and with Mike, and we've already begun to prep the garden for the summer and prune the berry bushes after first discussing our renewal. Is there any way to negotiate the renewal of our lease with you? We really do love living here and being a part of our community and we were hoping to continue our tenancy for years to come. We want to understand this sudden change as best as we can and what could be preventing our renewal.
> >
> > Thank you so much for your understanding and consideration,
> > Madi and Bradley
> >
> > On Tue, Apr 2, 2024 at 6:20 PM Elizabeth Kane <lizzkane@gmail.com> wrote:
> >
> > > Hello Madison and Bradley. Upon the expiration of your lease on 5/31/2024 we have decided to renew for one month on a tenant at will basis for the month of June 2024. We want to make sure to give you the proper 90 day lease termination notice. We have decided not to renew your lease for the 2024-2025 rental year period. We have decided to go a different direction with the downstairs unit. Thank you for your tenancy at 36 Sawyer St. On the other question regarding your lease not being in compliance with the current city ordinance we have been in continued contact with the rent board on that matter. I should have an update from them regarding the compliance resolution for you tomorrow.
> > >
> > > Thank you,
> > > Elizabeth Kane and Cephas Hoffman

Elizabeth Kane
Lease Compliance
To: madison.mahoney07@gmail.com, Bradley Davis

Inbox - bsdavis@bu.edu April 3, 2024 at 10:49 AM

Hello Madison and Bradley. I spoke with Adam this morning confirming the math, and he said that he wanted to give you a call to go over all of this math as well. Firstly we want to apologize that your lease was not in compliance. We were given incorrect or as Adam put it a misrepresented interpretation of the ordinance at the time of your lease signing. In summation we owe you a credit of $2,090.00 and your rent for the months going forward will be $1,760.00. You can elect to have a payment made directly to you or have $2,090.00 credited toward future rent. Please let us know which way you would like to receive the refund. Here is the math:

$1,600.00 (Base Rent) + 10% (max allowable) = $1,600.00 + $160.00 = $1,760.00.

This resulted in a monthly overcharge of $190.00 and a total of $2,090.00 for the 11 months paid.

The 10% max allowable is composed of several Banked Rent percentages as follows:

16% = 5% (New Tenancy based on Base Rent) + 4.3% (2022 AIP) + 7% (2023 AIP)

Again please let us know how you would like to recieve your refund. Adam instructed me to have something between us signed confirming that we are in agreement on the math and the money was in fact received. That is something that we will put into motion once we know how the refund will be dispersed.

Thank you,
Eizabeth Kane and Cephas Hoffman

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

April 8, 2024

Inspection **RCC2400008** has been closed.

The Licensing & Housing Safety Office has reached a resolution for the rental unit at

36 Sawyer St Unit #1

Comments: Tenant called in about a rent increase of 7%. Upon review discovered property was not registered. Independently the owner called in to register property. Property was registered and base rent was established. Owner calculated what correct rent should be and acknowledged overcharge to tenant and has agreed to reimburse tenant amount of over charge.

Initials: _____

389 Congress Street, Portland, Maine 04101 | rentcontrol@portlandmaine.gov

April 15, 2024

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

Dear Chair Mathieu,
I am writing in support of a complaint by the current tenant, Bradley Davis, against the landlord of 36 Sawyer Street, Portland, ME Ms. Elizabeth Kane. I signed a lease with the previous owner of the home in April 2022 for a rent of $1600/month. When Ms. Kane purchased the property, she became my landlord. On January 27, 2023, I was given notice via email to vacate the premises at the end of my lease period as Ms. Kane said she would be occupying the property beginning on May 1, 2023. I was not given the chance to discuss my lease renewal for staying in apartment #1. My tenancy was not terminated voluntarily by myself, but by the decision of Ms. Kane.

Thank you,

Brian Davis

Former Tenant, 36 Sawyer Street Unit 1

May 1st, 2022 – May1st, 2023

Contact: (207)-939-9665

From: **Brian Davis** bdavis@collaborativeschool.org
Subject: Fwd: Lease expiration date
Date: April 13, 2024 at 3:29 PM
To: bsdavis@bu.edu

---------- Forwarded message ---------
From: **Elizabeth Kane** <lizzkane@gmail.com>
Date: Mon, Feb 6, 2023 at 12:33 PM
Subject: Re: Lease expiration date
To: Brian Davis <bdavis@tcsmaine.org>

Hey Brian, thank you so much for your understanding. Send the snow removal doc when you can. Keep me posted on the status of the sump pump. Really appreciate you letting me know there may be an impending issue there. How have things been in general with the low temps? You hanging in? Thanks again for your understanding.

Liz and Cephas

On Mon, Jan 30, 2023 at 3:25 PM Brian Davis <bdavis@tcsmaine.org> wrote:

> Ok, got it. I have slowly gotten to enjoy this apartment while looking for places to buy around here. It's been a landing pad for me while I unwind my marriage. Thank you for the three months notice. I will leave it in good shape for you. And I have been procrastinating on making a word document related to snow removal. One storm in December, and three in January. I will make one this week. Not sure of the status of the sump pump, but seems to be doing ok at this point. Let me know any other questions you may have.
> Thanks,
> Brian
>
> On Fri, Jan 27, 2023 at 8:12 PM Elizabeth Kane <lizzkane@gmail.com> wrote:
>
>> Hi Brian, thank you for your residency at 36 Sawyer St, Portland ME. This email is to inform you that your lease expires on April 30th, 2023. We will be occupying the property beginning May 1st, 2023. Thank you so much for all of the wonderful conversation, we wish you well!
>>
>> Best regards,
>> Elizabeth Kane, Cephas Hoffman, Jane & Patrick Irving
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Brian Davis
Occupational Therapist/BHP

The Collaborative School
41 Pineland Drive, New Gloucester, ME 04260
Phone: 207-688-2253 Fax: 207-688-4561
Email: bdavis@collaborativeschool.org
Website: www.collaborativeschool.org

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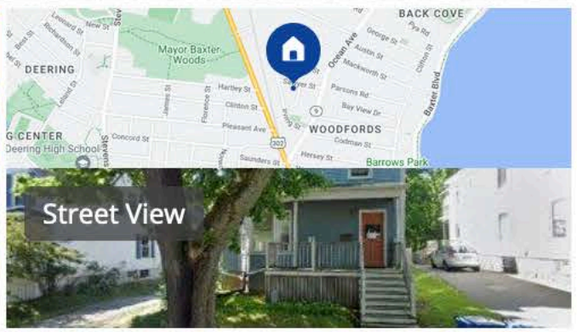

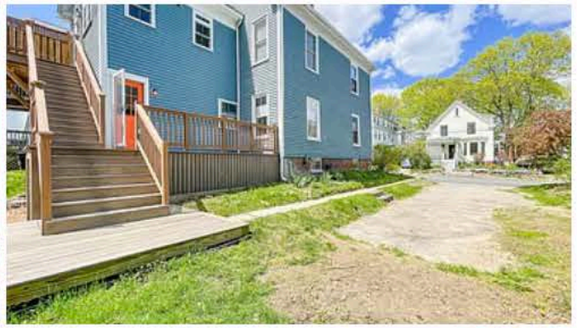

Zillow

Edit Saved Share More

1 bd | 1 ba | 936 sqft

36 Sawyer St #1, Portland, ME 04103

Off market

Zestimate®: None | Rent Zestimate®: **$1,980**

Est. refi payment: $ -- Refinance your loan

Home value Owner tools Home details Neighborhood details

Date	Event	Price
5/17/2023	**Listing removed**	--
Source: Zillow Rentals Report		
5/11/2023	**Listed for rent**	$1,950 $2/sqft
Source: Zillow Rentals Report		

Public tax history

Tax history is unavailable.

9:53

98

+1 (207) 776-0515

Hi Chris, my name is Bradley Davis. I'm a current tenant at 36 Sawyer St in Portland, and got your contact information from the previous tenant Brian Davis. I apologize that this is out of the blue, but I was wondering if you would be willing to talk for just a couple of minutes sometime this week about the rental history of the unit. Also happy to just text a couple questions as well. It would really help me a lot to know the rent history for this unit (lower level, apt. 1) back to June 2020. Thank you in advance for your time.

Monday 1:10 PM

My wife and I were occupied the first floor apt from 2020 until we rented to Brian Davis in April 2022. That is why it is not registered with the city as a rental unit for that period. We charged Brian Davis $1600 a month for a 1 year lease in 2022.
Hope this helps

That is very helpful, thanks again

iMessage

9:58 98

BD

Brian

Monday 11:05 AM

But currently owners gave me 3 months notice to move out. Weren't going to renew lease because they probably wanted to raise the rent.

That's the issue I'm running into now. They raised the rent between you leaving and us moving in, and now they're trying to raise it again. Want to know as much of the rent history as I can as I'm looking into the rent control laws.

I really appreciate the information from your side

Yeah, I was wondering if they updated the tub surround or the kitchen sink area before they raised the rent. You can call the city

I was there May '22 to May '23. They bought the place in Oct 22 and had to respect the lease. They didn't come back from California until summer of '23.

Text Message

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IMPORTANT

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LEASE SUMMARY PAGE

DATE OF LEASE:	5/18/2023
LANDLORD:	Elizabeth Kane
TENANT(S):	Madison Mahoney, Bradley Davis
OTHER OCCUPANTS:	N/A
LEASED PREMISES:	36 Sawyer St #1, Portland, ME 04103
TERM OF LEASE:	12 Months
COMMENCEMENT DATE:	6/1/2023
EXPIRATION DATE:	5/31/2024
MONTHLY RENT:	$1,950.00
DUE AT SIGNING:	
Security Deposit:	$1,950.00
First Month's Rent:	$1,950.00
TOTAL DUE AT SIGNING:	$3,900.00

[LEASE AGREEMENT FOLLOWS]

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LEASE AGREEMENT

This lease agreement ("Lease") is made by and between **Elizabeth Kane** ("Landlord"), with a mailing address of **16252 Bush Rd, Nevada City, CA 95959**, and **Madison Mahoney, Bradley Davis** ("Tenant").

Subject to the terms of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises known as **36 Sawyer St #1, Portland, ME 04103** ("Premises"), for a term of **12 Months** from **6/1/2023**, to **5/31/2024**, unless sooner terminated in accordance with the provisions of this Lease ("Term"), under the following terms and conditions:

1. RENT. Tenant agrees to pay, in advance, without demand or notice, the sum of **$1,950.00** per month as rent ("Rent"), to be received by Landlord on or before the 1st day of each successive calendar month during the Term. Rent for a partial month shall be prorated. Should any Rent payment be less than the full amount, Landlord may accept the lesser payment, and Tenant agrees that Landlord shall not be bound by any statement that the lesser payment is justified for any reason. Without waiving any of Landlord's other rights under this Lease or applicable law, if Tenant fails to pay an installment of Rent on or before the 15th day of the month, Tenant shall be liable to Landlord for a late fee of 4% of the Rent due for one month. The foregoing constitutes notice of a late rent penalty pursuant to 14 M.R.S.A. § 6028. Tenant is specifically liable for all Rent and other sums due and payable under this Lease. The termination of this Lease earlier than the stated expiration date due to a breach by Tenant will not relieve Tenant from the obligation to pay all Rent and other sums due under this Lease for all periods that would have been part of the Term but for such termination, subject to Landlord's duty to use reasonable efforts to mitigate its damages.

2. PAYMENT OF RENT. Tenant shall pay Rent in the form of a personal check, cashier's check, electronic transfer, direct deposit or money order payable to the order of Landlord, and Rent shall be mailed or personally delivered to Landlord at the address stated in the preamble of this Lease or to such other address as specified in writing by Landlord. If a check used to pay Landlord is returned without having been paid, Tenant shall pay a returned check charge of $125.00 and be responsible for any late Rent penalty as provided for under Section 1.

3. SECURITY DEPOSIT. Tenant has deposited **$1,950.00** ("Security Deposit") with Landlord as a security deposit at the signing of this lease. The Security Deposit shall be kept in a bank account separate from the landlord's other funds and protected in case of bankruptcy, foreclosure or sale of the building, and will be returned to Tenant within 30 days of the termination of the Term and peaceful surrender of possession, less any amount to cover (1) unpaid Rent and/or other amounts owing to Landlord; (2) damages to the Premises and damages to the building and the surrounding land and buildings owned by Landlord ("Property") which are not due to normal wear and tear, which damages may include cleaning costs and other costs attributable to failure of Tenant to surrender the Premises in accordance with the provisions of this Lease; (3) missing items; (4) Landlord's cost of compliance with state and local law regarding Tenant's abandoned property; and (5) any other costs or expenses allowed by applicable law. Tenant's liability under this Lease is not limited to the amount of the Security Deposit. **The Security Deposit may not be applied to Rent, including the next to last or final month's Rent.** Tenant may inspect the Premises at the start of the Term and shall have

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24 hours to report, in writing, any defects to Landlord (other than damages noted in this Lease). If no report of defects is submitted, without waiving Tenant's statutory rights, Landlord and Tenant agree that the Premises is clean, habitable, and in satisfactory condition, and that Tenant accepts the Premises in as-is condition, with all faults. An inspection will be made once Tenant has vacated the Premises to determine any charges to the Security Deposit. Without limiting the foregoing, the following checklist outlines areas of particular concern and the approximate charges which will be made against the Security Deposit if Landlord is required to perform any of the following tasks:

a. Refrigerator must be clean, turned off and door left open.
Charges against deposit if not done. **$125**.

b. Stove top, burner pans and oven must be clean.
Charges against deposit if not done. **$125.**

c. Sinks, countertops and all cabinets clean.
Charges against deposit if not done. **$125.**

d. Bathroom tiles, toilet, sinks, fixtures clean and free of all soap film.
Charges against deposit if not done. **$125.**

e. All floors washed, cleaned and vacuumed as necessary.
Charges against deposit if not done. **$175**.

f. Walls clean. Particular attention to be paid to areas in the kitchen, around doors, closets and bathrooms.
Charges against deposit if not done. **$ 175.**

Additional charges will be made on a materials and labor basis for any damages, missing items or necessitated cleaning not listed above.

4. CO-TENANTS. The obligations and commitments contained in this Lease shall be joint and several among all of the persons listed as a Tenant above. Any breach of the terms of this Lease by any Tenant or any other person occupying the Premises shall constitute a breach by each Tenant. To the extent authorized by law, each Tenant agrees to be the agent of the other Tenant(s) and occupants of the Premises and is both authorized and required to accept, on behalf of other Tenant(s) and occupants, service of summonses and other notices relating to the tenancy. Each Tenant hereby authorizes all other Tenants to accept service of summonses and notices relating to the tenancy.

5. POSSESSION. Landlord shall endeavor to deliver possession to Tenant by the beginning of the Term. If Landlord is unable to do so for any reason, Landlord shall not be held liable for any damages suffered by Tenant as a result, nor shall this Lease be considered void unless Landlord is unable to deliver possession within ten (10) days following the beginning of the Term. Possession of the Premises shall be deemed to have occurred when Landlord is ready to deliver possession to Tenant and has made reasonable efforts to inform Tenant of such availability.

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6. SUBLET. Tenant will not sell or assign this Lease or sublet the Premises or any part of the Premises to any person without first obtaining written consent of Landlord, which may be withheld in Landlord's sole discretion. If approved, payment of a $1,000.00 transfer fee shall be required and paid by Tenant. The Security Deposit shall not be refunded until the end of the Term. No assignment or sublease shall release Tenant from the obligations of this Lease.

7. OCCUPANCY AND USE. The Premises is for the sole use as a non-commercial, private residence for Tenant and Tenant's children, and for no others without the written permission of Landlord, short term overnight guests excepted. Occupancy by any other person(s), without written permission, is a violation of this Lease. Tenant shall not do or permit any act or thing on the Premises or Property that shall be unlawful or create a nuisance. Nor shall Tenant use the Premises or Property for any purpose that shall vitiate any insurance against fire, or shall be deemed extra-hazardous as to fire by insurance companies or that shall cause an increase in Landlord's insurance premiums. Tenant shall observe all regulations now or hereafter established by Landlord for the common interest of all tenants. Tenant further agrees to park Tenant's vehicles as designated by Landlord and to keep any parking space clean of drippings and debris. Upon termination of this Lease, Tenant agrees to surrender possession of the Premises and all equipment and fixtures owned by Landlord in as good a condition and repair as when received with the exception of regular use and normal wear and tear.

8. FIRE HAZARDS. Due to risk to life and property, candles, torches, incense and other open flame devices are strictly prohibited anywhere inside or around the Premises. Tenant shall not burn candles or incense in or around the property. Any property damage caused by Tenant's failure to comply, including discoloration of ceiling and/or walls, will be the responsibility of Tenant. Tenant shall not be permitted to have live or natural Christmas trees or space heaters of any type inside or around the Premises.

9. UTILITIES. Responsibility for payment of utilities and other miscellaneous services are as follows:

Heat	✔ Tenant	❑ Landlord
Water/sewer	❑ Tenant	✔ Landlord
Electricity	✔ Tenant	❑ Landlord
Telephone	✔ Tenant	❑ Landlord
Cable TV/internet	✔ Tenant	❑ Landlord
~~Gas~~	~~❑ Tenant~~	~~❑ Landlord~~
Rubbish Removal	✔ Tenant	❑ Landlord
Lawn Care	❑ Tenant	✔ Landlord
Snow Removal	✔ Tenant	❑ Landlord
Walkways	✔ Tenant	❑ Landlord
Driveways	✔ Tenant	❑ Landlord
~~Septic Maintenance~~	~~❑ Tenant~~	~~❑ Landlord~~
~~Other *(specify)*~~	~~❑ Tenant~~	~~❑ Landlord~~

_____
_____
_____
_____

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Tenant shall not use the utilities for any purpose other than reasonable household use for Tenant and permitted occupants of the Premises. **Tenant shall also be responsible for leaving a full tank of oil and a full tank of propane upon the termination of the lease** (Landlord will fill fuel tanks upon tenants arrival). If the fuel tanks are not refilled before vacating, the cost to fill the tank shall be deducted from the Security Deposit.

10. ALTERATIONS. Tenant agrees not to make any alterations, additions, improvements or changes to the Premises or Property, interior or exterior, or to the equipment and fixtures provided by Landlord or to install any major appliance on the Premises or Property, in each case without written consent from Landlord, which Landlord may withhold in Landlord's sole discretion. Tenant shall not alter the connections of any plumbing, heating, electric, cable or telephone system on the Premises or Property. Any permanent improvements shall become the property of Landlord, although Landlord may condition approval of improvements upon the removal by Tenant and restoration of the Premises or Property at Tenant's expense at the end of the Term. Without waiving Tenant's statutory rights, Tenant agrees not to repair the Premises, Property, or anything belonging to Landlord without first obtaining Landlord's written permission. Tenant shall hold Landlord harmless for any mechanic's lien or similar claims against the Premises or Property resulting from any work contracted for by Tenant, and shall discharge any mechanic's lien or similar claims within ten (10) days after the filing of any such lien or claim, in each case at Tenant's sole cost and expense.

11. RESTRICTIONS. No external television or radio antennas or satellite dishes may be installed outside the Premises, nor may signs or other devices be hung from the exterior of any building on the Property, in each case without the written consent of Landlord. No trailers, boats, ATVs, snowmobiles or other recreational vehicles may be stored or parked on the Premises or Property without the written permission of Landlord. Tenant shall use picture hooks and not nails or other devices for hanging articles on the interior walls. The toilets and sinks shall not be used for any purposes other than those for which they were constructed nor shall rubbish, rags or any other improper article be thrown in the toilets. No waterbed shall be used in the Premises. No items shall be kept in halls or stairways. Costs of damage to the Premises or Property or equipment or fixtures caused by misuse shall be borne by Tenant.

12. CLEANLINESS AND DUTY TO MAINTAIN. Tenant shall maintain the Premises in a clean and sanitary condition at all times. Tenant shall not sweep, throw, or dispose of nor permit to be swept, thrown or disposed of, from the Premises nor from any doors, windows, balconies, porches, or other parts of the building, any dirt, waste, rubbish or other substances or articles into any other part of the Property, except in compliance with applicable laws, state and local requirements, and Landlord's rules and regulations. Tenant shall keep the smoke detectors, carbon monoxide detectors, and gas detectors (where applicable) on the Premises in working condition by keeping charged batteries in battery-operated smoke detectors, carbon monoxide detectors, and gas detectors (where applicable), by testing the smoke detectors, carbon monoxide detectors, and gas detectors (where applicable) periodically, and by refraining from disabling the smoke detectors, carbon monoxide detectors, and gas detectors (where applicable). Tenant shall notify Landlord in writing of any deficiencies in the smoke detectors, the carbon monoxide detectors, and the gas detectors (where applicable).

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13. OTHER REGULATIONS. Tenant agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of the Lease, as shall from time to time be established by Landlord in the future for the safety, care, cleanliness or orderly conduct of the Premises and Property, and for the benefit, safety, comfort and convenience of all occupants of the Property.

14. APPLIANCES. There is included in the Lease the appliances contained in the Premises, including, but not by way of limitation:

cooking range/oven	✔ Yes	❑ No
stove hood	❑ Yes	✔ No
refrigerator	✔ Yes	❑ No
dishwasher	❑ Yes	✔ No
Laundry washer/dryer	✔ Yes	❑ No

All appliances are provided in as is, where is condition. Tenant agrees to use and maintain all such equipment, appliances, plumbing fixtures and other equipment so provided in the manner for which they were intended. Tenant is responsible for any damages and repairs to the Premises or Property brought on by the misuse, neglect or damage of such equipment. Should Tenant fail or refuse to make repairs after reasonable notice from Landlord, Landlord may cause said repair to be made and the cost shall be charged as additional Rent due immediately from Tenant. Major appliances not supplied by Landlord may not be used without written permission of Landlord.

15. PETS. No pets are permitted at any time without the expressed written permission of Landlord. Pet-sitting is not permitted. If an agreement is reached between Landlord to allow a pet on the Premises, a Lease Addendum for Pets must be attached to this Lease and signed by Tenant and Landlord.

16. FIRE AND CASUALTY. If the Premises or Property is damaged by fire or other casualty, Landlord may, without limiting Landlord's other rights or remedies, elect to (i) cause the damage to be repaired as speedily as possible without lapse or abatement of Rent due or payable, or (ii) terminate this Lease by giving Tenant at least five (5) days' written notice. However, if the Premises or Property shall be destroyed or damaged by fire or other cause as to render the Premises or Property uninhabitable, either party may elect to terminate this Lease by giving the other party at least five (5) days' written notice. Notwithstanding the foregoing sentence, if such destruction is caused by Tenant's intentional misconduct, Tenant shall not be relieved of the responsibility for payment of Rent and other sums due and payable under this Lease, and shall bear full responsibility for repair of the damage and any incidental damages.

17. TENANT'S PROPERTY. Landlord's insurance covers only Landlord's property, liabilities and interests. It does not cover Tenant's property. Except as provided by law, Landlord shall not be liable for loss or damage to the property of Tenant or Tenant's guests, invitees, or licensees. At

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Landlord's request, Tenant shall purchase and maintain separate renter's insurance and provide proof of such insurance to Landlord. If, upon termination of this Lease or abandonment of the Premises by Tenant, Tenant leaves any property on the Premises or Property, said property shall be deemed to have been abandoned and may be either retained by Landlord as Landlord's property, or disposed of by sale, donation or in any other manner as Landlord may deem appropriate upon notice to Tenant, as provided by law, but without compensation to Tenant. The cost to Landlord to remove and dispose of such property may be paid from the Security Deposit held by Landlord.

18. RELEASE OF LIABILITY. Except as provided by law, Landlord and Landlord's agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Premises or Property sustained due to: (1) the Premises or Property or any part or appurtenances thereof becoming out of repair; (2) water, waste, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew; (3) any accident in or about the Premises or Property; (4) fire, hurricane or other acts of God; or (5) any action or inaction of Landlord or Landlord's agents or employees (except to the extent any of the foregoing are caused by Landlord's willful misconduct). Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions (including negligence) of any third party (except that the foregoing shall not be construed as a disclaimer or exculpation of liability for negligence of Landlord or Landlord's agents if such disclaimer or exculpation is not permitted by applicable law).

19. INDEMNIFICATION. To the fullest extent permitted by applicable law, Tenant agrees to indemnify and hold harmless Landlord and all of its employees, officers, directors, and agents ("Indemnitee") for any loss, damage, claims, demand, suits, judgements or liabilities which Indemnitee may incur, and any costs or expenses to which Indemnitee may be put, arising from any injury or death to persons or property, or any claim on account thereof, in each case to the extent resulting from use of the Premises or Property by Tenant or Tenant's guests, invitees or licensees.

20. QUIET AND PEACEFUL ENJOYMENT. Provided Tenant pays Rent, and abides by all of the covenants, conditions, rules and regulations as set forth in this Lease, Tenant shall have quiet and peaceful enjoyment of the Premises for the Term. Additionally, Tenant shall not make or permit any disturbing noise on or about the Premises or Property, nor shall Tenant permit anything that would interfere with the rights, comforts, conveniences, or quiet and peaceful enjoyment of other tenants and neighbors. Tenant shall not operate any radio, stereo, television, musical instrument, sound system or other such device at a volume disturbing to other tenants or neighbors. Noise from any party or entertaining must be held to a reasonable level and must end by 9:30 P.M.

21. NOTICES. Written notices to Landlord shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Landlord's address as indicated in the preamble of this Lease or to such other address as Landlord may designate by written notice to Tenant. Written notices to Tenant shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Tenant at the Premises. In the event of multiple Tenants, notice to one Tenant shall be deemed notice to all Tenants.

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Notwithstanding the foregoing, notice by either party to the other shall be deemed adequately given when such notice is actually received by the other party.

22. ABANDONMENT. In the event any installment of Rent shall not be paid within 21 days of its due date, and Tenant shall not have been physically present on the Premises during such period of time, it shall be conclusively deemed, and Tenant so agrees, that the Premises has been abandoned regardless of whether any of Tenant's possessions remain on the Premises, and in such event, Landlord may declare Tenant in default and terminate Tenant's tenancy.

23. EXTENDED ABSENCES. To protect the interests of both Tenant and Landlord from inadvertent determination that the Premises have been abandoned, Tenant shall notify Landlord of any absences of more than 14 days. Said notification shall not relieve Tenant from paying Rent on time or from any of the responsibilities associated with maintaining and monitoring systems associated with the Premises.

24. RIGHT OF ENTRY. Landlord or its employees and agents shall have the right to enter the Premises for inspection, repairs, and/or future leasing or sale at reasonable hours upon 24 hours' notice, except in the case of emergency or if it is impractical to do so, regardless of whether Tenant or other occupants shall be on the Premises at the time.

25. REPAIRS. Tenant shall promptly notify Landlord of any needed repairs, and shall notify Landlord immediately upon first discovering any signs of serious building problems, including plumbing, heating, electrical, structural and pest problems. Landlord shall make provisions, as soon as reasonably possible, to repair any malfunctioning equipment or fixtures or defective conditions that may develop. This includes plumbing leaks, electric and heating failures, and drain failures. The repair for extraordinary items caused by the abuse, neglect or intentional damage of Tenant or Tenant's guests, invitees or licensees, shall be paid for by Tenant within 10 days after written demand for reimbursement. No claim for compensation shall be made by Tenant against Landlord for inconvenience or annoyance arising out of repairs or improvements made to the Premises or Property or any portion thereof at any time.

26. INTERRUPTION OF SERVICE. Interruption or failure of any service maintained by Landlord, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord nor to any reduction in Rent, and shall not constitute constructive eviction unless Landlord should fail to take such measures as may be reasonable in the circumstances to restore the services without undo delay.

27. TAXES. Landlord shall pay all municipal taxes and assessments.

28. DEFAULT. Landlord shall, at its option, be entitled to declare Tenant in default of this Lease upon the occurrence of any of the following (each, an "Event of Default"):

a. Tenant fails to pay any sum required to be paid under this Lease by Tenant within seven (7) days after the date the same is due;

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b. The leasehold interest of Tenant is levied upon or attached by process of law and such levy or attachment is not dissolved within thirty (30) days after it is made;

c. Tenant abandons or vacates the Premises during the Term;

d. Tenant assigns this Lease or sublets any portion of the Premises, or attempts to do either of those things, except as may be expressly permitted in this Lease;

e. Tenant violates or fails to observe or comply with any applicable law, code, ordinance, rule, or regulation of any governmental body;

f. Tenant fails to perform or observe any other agreement, covenant or provision of this Lease not set forth in this section or fails to perform or observe any applicable rules and regulations promulgated by Landlord and such failure continues for thirty (30) days after the giving of written notice thereof by Landlord.

29. REMEDIES. Upon the occurrence of an Event of Default, Landlord lawfully may, immediately or at any time thereafter, in accordance with Maine law, terminate this Lease by sending written notice of termination to Tenant or enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under Tenant and remove their effects, in each case without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant, and upon entry or the sending of such written notice of termination, this Lease shall terminate. In addition, if Tenant fails to perform or observe any covenant, agreement, or condition in this Lease to be performed or observed by Tenant, Landlord may, at its option, without waiving any claim for damages for breach of this Lease and regardless of whether such failure has ripened into an Event of Default, perform such covenant, agreement, or condition on Tenant's behalf. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within ten (10) days of demand. Tenant waives the right to a jury trial resulting from breach of any term or condition of this Agreement by Tenant.

30. RECOVERY OF RENTS, COSTS AND FEES. Tenant agrees that whether possession is taken or this Lease is canceled by Landlord, the entire unpaid balance of Rent for the remainder of the Term shall accelerate and immediately become due and payable, subject to Landlord's duty to mitigate its damages as provided by law, and Tenant shall be responsible for all costs incurred by Landlord in enforcing this and any other provision of this Lease, including reasonable attorneys' fees. In the event of a default by Tenant, Landlord may retain the Security Deposit and apply it against actual damages sustained by Landlord by reason of Tenant's default upon notice to Tenant as provided by law. The retention of the Security Deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against Tenant provided by this Lease and by law, and all remedies shall be cumulative and nonexclusive. Any legal action shall be instituted in the courts of the State of Maine and the county of Cumberland and not elsewhere.

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31. RIGHTS OF MORTGAGE. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) now or hereafter placed upon the Premises, Property, or any buildings placed upon the land upon which the leased Premises form a part, and Tenant covenants and agrees to execute and deliver, upon demand, such instrument(s) subordinating this Lease to the lien of any such mortgage(s) as shall be desired by Landlord and/or any mortgages or proposed mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument(s) for and in the name of Tenant.

32. SMOKING POLICY. Smoking on all interior and exterior portions of the Premises and Property is expressly prohibited. For purposes of this section, "smoking" means inhaling, exhaling, breathing or carrying any (i) lighted or heated tobacco, marijuana or other plant product or derivative, or (ii) any electronic or other device intended to deliver a vapor of liquid nicotine or other substance to the user. Notwithstanding any provision in this Lease to the contrary, Tenant shall not engage in smoking on any portion of the Premises or Property, and shall prevent other occupants and Tenant's guests, invitees, and licensees from doing so.

33. DISCLOSURES. The following disclosure forms are attached to this Lease and incorporated by reference:

- ❏ List of the names of each supplier of energy that previously supplied the Premises, if known (Tenant has the right to obtain a 12-month history of energy consumption and the cost of that consumption from the energy supplier), or Energy Efficiency Disclosure Form for Rental Units in Maine.
- ❏ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; and
- ❏ Landlord Disclosure to Tenants of Radon Gas Hazards in a Residential Rental Property.

34. BROKERS. Tenant and Landlord each represent and warrant to the other that they have had no dealings with any person, firm, broker or finder other than Morton Leasing LLC ("Broker") in connection with the rental of the Premises that is entitled to any commission or finder's fee. Landlord is responsible for any fees of the Broker. Tenant and Landlord each agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed person, broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

35. BROKER INDEMNIFICATION. Tenant releases and agrees to indemnify and hold harmless Broker and all of its employees, officers, directors, and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss, including, but not limited to, bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any negligent or intentional act or omission on the part of Tenant or Tenant's guests, invitees or licensees, due to any negligent or intentional act or omission on the part of Landlord, or due to the application or violation of any pertinent law. Broker is an express third party beneficiary of this section.

dotloop signature verification: dtlp.us/aTIV-bcR7-2it7

36. NOTATION OF DAMAGES.

_____

_____

_____

37. MISCELLANEOUS NOTATIONS.

_____

_____

38. MISCELLANEOUS.

a. If any portion of this Lease is found to be contrary to any local, state, or federal law, such portion shall be null and void, as if it had never appeared in the Lease, and the Lease shall be read as originally written to the fullest extent possible, omitting only the specific portion that is unlawful. The validity of any other item in this Lease shall not be affected.

b. All rights and remedies given to Landlord or Tenant under this Lease shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.

c. Waiver or acquiescence by Landlord in any default or breach by Tenant, or failure of Landlord to insist upon strict performance by Tenant of any covenants, conditions or agreements in this Lease shall not constitute a waiver of the subject default or breach, except to the extent expressly set forth in writing, or any subsequent or any other default or breach, whether similar or dissimilar.

d. Plural references made to the parties involved in this Lease shall be deemed to apply to the singular, and singular references shall be deemed to apply to the plural as appropriate. These references also apply to Landlord's and Tenant's heirs, executors, administrators, or successors, as the case may be.

e. Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties and that this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

f. This Lease is governed by the internal laws of Maine without giving force or effect to its conflicts of law rules.

dotloop signature verification: dtlp.us/aTIV-bcR7-2it7

Tenant and Landlord have caused this Lease to be executed effective as of **5/18/2023**.

TENANT:

Madison Mahoney

dotloop verified
05/18/23 5:26 PM EDT
XTLW-SV1C-ADNE-MW6O

Printed Name: Madison Mahoney

Bradley Davis

dotloop verified
05/18/23 5:27 PM EDT
HIGO-FNMN-7SQ6-JYS2

Printed Name: Bradley Davis

LANDLORD:

Elizabeth Kane

dotloop verified
05/19/23 11:56 AM PDT
OZO9-YAKF-PGDQ-ETKT

Printed Name: Elizabeth Kane

dotloop signature verification: dtlp.us/aTIV-bcR7-2it7

Lease Addendum for Pets

1. Pets must be licensed and immunized in accordance with applicable regulations.
2. Cat owners must provide a Veterinarian letter confirming: neutered or spayed, vaccinated against feline leukemia, rabies and distemper.
3. Dog owners must provide a Veterinarian letter confirming: neutered or spayed, breed, age and weight, vaccinated against rabies and distemper.
4. No more than 1 pet is allowed on premises.
5. A pet's weight at full maturity may not exceed 80 pounds. Pets that weigh over 80 pounds will be evaluated on a case-by-case basis as to which (if any) available apartments would accommodate them.
6. The resident will not allow the pet(s) to become a nuisance to other residents which includes, but is not limited to, biting, excessive barking and whining.
7. All dogs must be at least 1 year of age.
8. Cats and dogs must be housebroken, and no pet offspring are allowed.
9. Pets may not urinate or defecate on premises. Resident is responsible for immediate clean-up of pet waste. Pet waste must be disposed of properly in plastic bags and placed in dumpster or other designated garbage removal station.
10. Pets are not allowed outside the Apartment unless on a leash (in accordance with local leash laws) and under the control of Resident or Resident's designated responsible person.
11. Pets must not be left alone, at any time, outside the Apartment. Animal Control will be called to remove any pets left unattended on the property.
12. The pet shall not be tied to any fixed object (such as a tree, handrail, door, etc).
13. Resident will be held responsible for any damage or injury the pet(s) cause(s) to the Apartment, the Community or any residents, visitors or guests, and shall promptly pay for all costs incurred by Landlord or any resident as a result of the pet's actions.
14. Apartments with pets are subject to periodic inspections. A 24-hour (minimum) notice will be provided.
15. Resident is responsible for any extermination fees incurred as a result of keeping a pet in the Apartment.
16. Pets may not cause any unpleasant odors in the resident's apartment or any other part of the building. Cats must be provided with adequate size litter boxes and litter must be changed

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regularly and disposed of in a sanitary manner in accordance with the buildings trash system and rules.

17. Pets must not interfere with the job function of any contractor at any time.
18. Upon maintenance request, dogs must be restricted to an area not affected by the service request.
19. Pet(s) may not interfere with leasing agent's ability to show and re-lease the apartment after the resident has given their Notice to Leave. If the pet interferes with leasing agent's ability to re-lease the apartment, the resident will be responsible for a maximum of one month's rent after vacating the premises or until the apartment is rented, whichever comes first.
20. Pet owners must provide the name, address and telephone number of an emergency contact person whom agrees to assume immediate custody of pet in the case of unavailability, serious illness or death of the owner. If contact does not assume immediate custody of dog upon request, Landlord will make arrangements to have the pet removed by local animal control personnel. Landlord will not be held responsible for any expenses incurred with removal of the pet.
21. Any violation of this addendum and the Lease may be terminated by Landlord by five (5) day notice in writing to the resident. Breech of Pet Addendum: Upon receiving written notice from Lessor that the pet is deemed undesirable, for whatever reason, if the resident should keep the pet on the property, this shall be deemed a breach of the Lease, and is cause for eviction upon (5) days written notice. The Lessor will require possession of the leased premises and collect all damages as provided in the Lease and this Pet Addendum.
22. If a pet shows any aggression (including, but not limited to, growling, barking, and/or biting) Landlord can terminate the lease with a Five Day Notice.

Local Emergency Pet Contact

Name: Jane Winarta

Phone: 603-421-4670

Permission to keep a pet on the premises may be revoked at any time by Landlord if Resident fails to comply with any of these Rules and Regulations.

Pet Name(s): George

Description(s): Cat, Domestic Shorthair

dotloop signature verification: dtlp.us/aTIV-bcR7-2it7

TENANT:

Madison Mahoney

dotloop verified
05/18/23 5:26 PM EDT
TSOD-2TML-HLWR-WRSC

Printed Name: Madison Mahoney

Bradley Davis

dotloop verified
05/18/23 5:27 PM EDT
BSNN-VGAD-TD8B-NWKZ

Printed Name: Bradley Davis

LANDLORD:

Elizabeth Kane

dotloop verified
05/19/23 11:56 AM PDT
PRSA-G2FV-PIQD-FCKH

Printed Name: Elizabeth Kane

MAINE REAL ESTATE TAX-Paid

1002240216689

WARRANTY DEED

Christopher A. Morrison and Carole A. Crawford of Greenwood, Oxford County, Maine, for consideration paid, grant(s) to **Jane M. Irving, Patrick M. Irving, Elizabeth Theresa Kane and Cephas Joel Hoffman** of Canton, Oxford County, Maine (whose mailing address is 292 The Shore Road, Canton, ME 04221) with Warranty Covenants, as Joint Tenants, the following described real estate:

See "Exhibit A" Attached

For grantors' source of title, reference may be had to a deed from Carole A. Crawford to the grantor(s) herein, dated July 29, 2011, recorded in Cumberland Registry of Deeds, Book 28855, Page 179.

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

This conveyance is made subject to the property taxes assessed against the premises, which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36 M.R.S.A., sec. 558.

Witness my/our hand(s) and seal(s) this 31 day of October, 2022.

WITNESS:

Christopher A. Morrison

Carole A. Crawford

STATE OF MAINE

Cumberland, ss October 31, 2022

Then personally appeared the above named Christopher A. Morrison and Carole A. Crawford and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Justice of the Peace
Commission Expiration:

TIMOTHY E CORNWELL
My Commission Expires
MAINE
08-04-2024
NOTARY PUBLIC

File No.: 2022-5845

DOC :55088 BK:39823 PG:154
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
11/02/2022, 11:44:13A
Register of Deeds Jessica M. Spaulding E-RECORDED

File No: 2022-5845

"Exhibit A"

A certain lot or parcel of land, with buildings thereon, situated on the southerly side of Sawyer Street, in the City of Portland, Cumberland County and State of Maine, in that portion formerly called Deering and more particularly bounded and described as follows:

Beginning at a point in the southerly side of said Sawyer Street a distance of fifty-five (55) feet westerly from the westerly side of Bryant Street; thence running southerly at right angles with said Sawyer Street a distance of one hundred twenty (120) feet to a point; thence running westerly in a line parallel with said Sawyer Street a distance of fifty-five (55) feet to a point; thence northerly in a line at right angles with said Sawyer Street one hundred twenty (120) feet to said Sawyer Street; thence easterly on said Sawyer Street to the point of beginning.

Being lot (6) on a plan of land of Mrs. T. Bryant, which was devised to her by her first husband, Thomas Sawyer, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 7, Page 49, to which plan reference is hereby made for further description.

When recorded, return to:
Camden National Bank
LPC Post Closing
245 Commercial Street
Rockport, ME 04856

LOAN #: 2209040735

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT
Words used in multiple sections of this document are defined below. Other words are defined in Sections 3, 5, 8, 10, 11, 13, 18, 20 and 21. Certain rules about the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated **October 31, 2022.** The term "Security Instrument" includes any Riders recorded with the Security Instrument.
(B) "Borrower" means **JANE M IRVING AND PATRICK M IRVING AND ELIZABETH THERESA KANE AND CEPHAS JOEL HOFFMAN, JOINT TENANTS,**

who sometimes will be called "Borrower" and sometimes simply "I" or "me." "Borrower" is granting a mortgage under this Security Instrument. "Borrower" is not necessarily the same as the Person or Persons who signed the Note. The obligations of Borrowers who did not sign the Note are explained further in Section 13.
(C) "Lender" means **Camden National Bank.**

Lender is a corporation or association which exists under the laws of **Maine.**
Lender's address is **245 Commercial Street, Rockport, ME 04856.**

Except as provided in Sections 13 and 20, the term "Lender" may include any Person who takes ownership of the Note and this Security Instrument.
(D) "Note" means the note signed by **Jane M Irving AND Patrick M Irving**

and dated **October 31, 2022.** The Note shows that its signer or signers owe Lender **FIVE HUNDRED SIXTY ONE THOUSAND SIX HUNDRED AND NO/100**********
********** Dollars (U.S. **$561,600.00**) plus interest and promise to pay this debt in Periodic Payments and to pay the debt in full by **November 1, 2052.**
(E) "Property" means the property that is described below in the section titled "Description of the Property" or any portion of the Property.
(F) "Sums Secured" means the unpaid balance of amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☒ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ Biweekly Payment Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ V.A. Rider
- ☐ Second Home Rider
- ☒ 1-4 Family Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any monies or other thing of value paid by any third party, other than insurance proceeds paid under the coverages described in Section 5, for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property (see Section 11 for an explanation of "Condemnation"); (iii) conveyance in lieu of Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of the Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. When this Security Instrument refers to a requirement or restriction under "RESPA," Lender intends to abide by that requirement or restriction, even if it is not technically applicable to the Loan.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(R) "Ground Rents" means amounts I owe if I rented the real property under the buildings covered by this Security Insirument. Such an arrangement usually takes the form of a long-term "ground lease."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender, with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to Lenders who hold mortgages on real property. Those rights that Applicable Law gives to Lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if:

(A) Some or all of the Loan is not paid when due;

(B) I fail to pay, with interest, any amounts that Lender spends under Section 9 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; or

(C) I fail to keep any of my other promises and agreements under this Security Instrument.

These amounts are the "Sums Secured."

DESCRIPTION OF THE PROPERTY

I grant and mortgage to Lender the Property described in (A) through (G) below:

(A) The Property which is located at **36 Sawyer Street, Portland,** [Street][City]

Maine **04103** ("Property Address"). [Zip Code]

This Property is in **Cumberland** County. It has the following legal description:

See Exhibit A attached hereto and made a part hereof

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** If I signed the Note, I will pay to Lender when due principal and interest due under the Note and any prepayment charges and late charges due under the Note. Regardless of whether I signed the Note, I will pay funds for Escrow Items as described in Section 3. I will make all payments in U.S. currency. If any Borrower makes any Loan payment to Lender with a check or other instrument that is returned for any reason (i.e., the check bounces), except when prohibited by Applicable Law, the Lender may require that any subsequent payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check (all of which must be drawn on an institution whose deposits are insured by a federal agency, instrumentality, or entity); or (d) Electronic Funds Transfer. Lender may reasonably specify which payment form is required.

Payments are only considered received when they reach the Lender's address specified in the Note, or a different address specified by Lender under Section 15 of this Security Instrument. Lender may return any payments or partial payments if the payments are insufficient to bring the Loan current. Lender may accept any payments or partial payments insufficient to bring the Loan current, but doing so will not affect Lender's rights under this Security Instrument, and Lender may still refuse such late, partial payments in the future.

I agree that no claim or legal right I may have against the Lender will excuse my obligation to make timely payments under the Loan or to keep my other promises in this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender will be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts payable under Section 3. Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from me for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent Periodic Payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from me to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary extra payments must be applied first to any charges for making voluntary extra payments and then as described in the Note.

If voluntary extra payments I may make or the crediting of insurance proceeds or Miscellaneous Proceeds to the Note are enough to pay principal ahead of schedule, I must still make my regularly scheduled Periodic Payments under the Note, when scheduled, without any delay or reduction of amount.

3. **Monthly Payments for Taxes and Insurance.**

(a) **Borrower's Obligations.** I will pay to Lender all amounts necessary to pay for taxes, assessments, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a loss reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward the payment of the following items, which are called "Escrow Items:"

(1) The taxes, assessments and other items which under the Applicable Law may be or become superior to this Security Instrument as a lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien;"

(2) The leasehold payment or Ground Rents on the Property (if any);
(3) The premium for insurance covering the Property required under Section 5;
(4) The premium for Mortgage Insurance (if any);
(5) The amount I may be required to pay Lender under Section 10 below instead of the payment of the premium for Mortgage Insurance (if any); and
(6) If Lender requires, Community Association Dues, Fees, and Assessments.

After signing of the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment that I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

I will promptly send Lender a copy of all notices of amounts to be paid under this Section. I must pay Lender for Escrow Items as part of my regular Periodic Payments, unless Lender excuses this requirement in writing. If Lender excuses me in writing, I will pay all Escrow Items covered by the excuse, directly and on time. I will provide receipts proving my direct payments of Escrow Items on request and in the time period Lender requires. If Lender excuses me from paying Escrow Items to Lender and if I fail to pay any amount due for an Escrow Item directly, Lender may pay such amount under Section 9, and I will be obligated to repay Lender, plus interest at the Note rate. Lender may revoke the excuse regarding any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, I will pay to Lender all Funds (defined below), and in such amounts, that are then required under this Section 3.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called the "Funds." The Funds are pledged as additional security for all Sums Secured.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA, but (2) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

(b) Lender's Obligation. Lender will keep the Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction in the manner required by RESPA.

Lender may not charge me for holding or keeping the Funds, or for using the Funds to pay Escrow Items, or for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. Maine law requires payment of, and Lender agrees to pay me, interest on the Funds in the manner and amount set forth in Maine law.

(c) Adjustments to the Funds. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will report to me regarding the excess funds in accordance with RESPA. If there is a shortage or deficiency of Funds held in escrow, as defined under RESPA, Lender will notify me as required by RESPA and I will pay to Lender the amount necessary to make up the shortage or deficiency as required by RESPA, but in no more than 12 monthly payments.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be or become superior to this Security Instrument. If I am a tenant under a ground lease on the Property, I will also pay Ground Rents or payments due under my ground lease. I will also pay any Community Association Dues, Fees, and Assessments. I will do this either by making the payments to Lender that are described in Section 3 above or, if I am not required to make payments to Lender under Section 3, by making the payments on time to the Person owed them. In this Security Instrument, the word "Person" means any natural person, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be or become superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation (but I must fully perform my agreement or this exception does not apply); (b) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced (but this exception ends when the lawsuit ends); or (c) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance; Use of Insurance Proceeds. I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by: (a) fire; (b) hazards normally covered by "extended coverage" hazard insurance policies; and (c) other hazards for which Lender requires coverage, including floods and earthquakes. The insurance must be in the amounts (including deductibles) and for the periods of time required by Lender. Lender's requirements can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain any of the

insurance coverages described above. Lender may obtain insurance coverage at its option and charge me in accordance with Section 9 below.

Lender is under no obligation to purchase any particular type or amount of coverage. Lender's coverage will protect Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the Lender's insurance coverage might significantly exceed the cost of insurance that I could have obtained. Any amounts paid by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with interest, upon notice from Lender to me requesting payment.

Lender may require me to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. I will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from my objection.

All of the insurance policies required by Lender and renewals of those policies: (a) are subject to Lender's right to disapprove; (b) must include what is known as a "standard mortgage clause" to protect Lender; and (c) must name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewal certificates must be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts for paid premiums and renewal notices that I receive.

If I obtain additional insurance for damage to or destruction of the Property not required by Lender, I will ensure that it contains a standard mortgage clause and names Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by any insurance company with regard to the Property is called "Proceeds." The Proceeds will be used to repair or to restore the damaged Property whether or not the underlying insurance was required by Lender unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Proceeds will be used to pay the Sums Secured. If any of the Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Proceeds will be paid to me. Such insurance proceeds will be applied in the order provided for in Section 2.

During the repair and restoration period, Lender will have the right to hold insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay me any interest or earnings on Proceeds. Fees for public adjusters, or other third parties I retain, will not be paid out of the insurance proceeds and will be my sole obligation.

If I abandon the Property, or if I do not answer, within 30 days a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle any insurance claim. The 30-day period will begin when the notice is given.

If I abandon the Property, do not answer the notice, or if Lender acquires the Property under Section 22 below or otherwise, all of my rights in all insurance policies covering the Property will belong to Lender, other than the right to any refund of unearned premiums I have paid. Lender may use the insurance proceeds either to repair or restore the Property or to pay the Sums Secured, whether or not then due. However, Lender's rights in those Proceeds will not be greater than the Sums Secured.

6. Occupancy. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligation to Maintain and Protect the Property; Inspections. I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate or diminish in value due to its condition whether or not I am residing in the Property. In addition, I will promptly repair the Property, if damaged, to avoid further deterioration or damage unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, I will be responsible for repairing or restoring the Property only if Lender has released Proceeds for such purposes. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I will not be relieved of my obligation to complete such repair or restoration. Lender or its agents may enter and inspect the Property at reasonable times. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give me notice prior to an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. If, during the application process for the Loan, I made false, misleading, incomplete, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan ("Material Information"), Lender will treat my actions as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person giving false, misleading, incomplete, or inaccurate statements about Material Information to Lender. False, misleading, incomplete, or inaccurate statements about Material Information would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, incomplete, or inaccurate statement of Material Information. Also, if during the loan application process I failed to provide Lender with Material Information, Lender will treat this as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person failing to provide Lender with Material Information.

9. Lender's Right to Protect Its Rights in the Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture, for enforcement of a lien which may become superior to this Security Instrument or to enforce laws or regulations); or (c) I abandon the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, may include appearing in court, paying reasonable attorneys' fees, paying superior liens on the Property, protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Securing the Property includes, for example, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. I agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender.

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I subsequently purchase or otherwise become the owner of the Property, my interest as the tenant and my interest as the owner will remain separate unless Lender agrees in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage required by Lender lapses or ceases to be available from the original mortgage insurer, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available and if I was required to make separately designated payments toward the premiums for Mortgage Insurance, Lender will establish a loss reserve as a substitute for the Mortgage Insurance coverage. I will pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. Such loss reserve will not be refundable.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage again becomes available and is obtained. In that case, I will once again make Mortgage Insurance premiums. The Mortgage Insurance coverage must be in the amount and for the period of time required by Lender. Lender must approve the insurance company providing the coverage.

I will pay the Mortgage Insurance premiums, or the non-refundable loss reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in this Section 10.

This Section 10, and the existence or termination of my obligation to pay Mortgage Insurance premiums or reserve payments, does not affect my obligation to pay interest under the Note at the rate set by the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage Insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity, may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated

automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements about Miscellaneous Proceeds and Condemnation of the Property. I assign to Lender all Miscellaneous Proceeds (as defined above in subsection (M) of the section entitled "Words Used Often In This Document"). All Miscellaneous Proceeds will be paid to Lender. Miscellaneous Proceeds include, among other things, awards or claims for damages for Condemnation. A taking of property by any governmental authority by eminent domain is known as "Condemnation."

If the Property is damaged, all Miscellaneous Proceeds will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender will have the right to hold Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Miscellaneous Proceeds, Lender will not be required to pay me any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured by this Security Instrument, whether or not then due, with the excess, if any, paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

If all of the Property is taken or destroyed, the Miscellaneous Proceeds will be used to reduce the Sums Secured, whether or not then due. If any of the Miscellaneous Proceeds remain after the Loan has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction either is equal to, or greater than, the amount of the Sums Secured immediately before the partial taking or destruction, then a portion of the Miscellaneous Proceeds will be applied to pay a portion of the Loan. That portion will equal the Miscellaneous Proceeds multiplied by a fraction. That fraction is as follows: (a) the total amount of the Sums Secured immediately before the partial taking or destruction; divided by (b) the fair market value of the Property immediately before the partial taking or destruction. The remainder of the Miscellaneous Proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction is less than the amount of the Sums Secured immediately before the partial taking or destruction, the proceeds will be used to reduce the Sums Secured whether or not then due.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the Opposing Party (as defined below) offered to make an award to settle a claim for damages, Lender has the authority to settle any claim and collect the proceeds. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a legal action in regard to Miscellaneous Proceeds. Lender may then use the Miscellaneous Proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

I will be in default if any lawsuit or other legal proceeding is brought seeking Forfeiture of the Property or seeking any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" means a legal order or judgment that takes away some or all of my rights in the Property, whether in a civil or in a criminal proceeding. I can cure that default by causing the lawsuit or legal proceeding to be dismissed with a legal ruling that, in Lender's reasonable judgment, precludes any Forfeiture or any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. If there is any award or claim for damages for the reduction of Lender's interest or rights, the proceeds of that award or claim are assigned to and will be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

12. Continuation of Borrower's Obligations and of Lender's Rights.

(a) Borrower's Obligations. Lender may allow me, any Borrower, and any Successor in Interest of Borrower to delay or to change the amount of the Periodic Payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Successor in Interest of Borrower, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against a Successor in Interest of Borrower for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so by Borrower or a Successor in Interest of Borrower.

(b) Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third Persons or Successors in Interest; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower and of Persons Taking over Borrower's Rights or Obligations. Except as provided in Section 18, any Successor in Interest of Borrower who takes over my rights or obligations under this Security Instrument in writing and who is approved by Lender will have all of my rights and will be

obligated to keep all of my promises and agreements made in this Security Instrument. I will not be released from my liability under this Security Instrument unless Lender agrees to that release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument, except as provided in Section 20.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender can agree with the other Borrowers to delay enforcing any of Lender's rights or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection, and valuation fees. In regard to any other fees, the fact that this Security Instrument does not expressly authorize Lender to charge a specific fee to Borrower should not be interpreted to be a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). My acceptance of any such refund made by direct payment to me will constitute a waiver of any right of action I might have arising out of such overcharge, unless Applicable Law expressly provides otherwise.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument must be in writing. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice will be effective or "given" when mailed (or, if not mailed, when actually delivered) to my address, unless Applicable Law requires otherwise. Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a notice of my different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time.

Any notice that must be given to Lender under this Security Instrument will be given by delivering or mailing it to Lender's address stated in subsection (C) of the section above entitled "Words Used Often in This Document." A notice will be mailed or delivered to Lender at a different address if Lender gives me a notice of the different address. A notice to Lender required by this Security Instrument is not given until it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Interpretation. This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence will not be construed as a prohibition against agreement by contract.

As used in this Security Instrument: (a) words of the masculine gender will mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular will mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights if the Property is Sold or Transferred. As used in this Section 18, "Interest in the Property" means any interest in the Property recognized or protected by Applicable Law including, for example, those interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, if the intent is the transfer of title by Borrower at a future date to a purchaser.

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) such other period as Applicable Law might specify for the termination of my right to reinstate; or (c) before a judgment has been entered enforcing this Security Instrument, if I meet the following conditions:

(1) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required;

(2) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;

(3) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(4) I do whatever Lender reasonably requires to assure that Lender's interest in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Section 18 above.

20. Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Notice of Grievances. The Note, or an interest in the Note, together with this Security Instrument, can be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects my Periodic Payments due under the Note and this Security Instrument and also performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law is called the "Loan Servicer." There can be a change of the Loan Servicer as a result of the sale of the Note; there also can be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under RESPA. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA in connection with a notice of transfer of servicing. If the Note is sold, the Purchaser may hire a third party as Loan Servicer. In that case, the Loan Servicer, and not the Note Purchaser, will have mortgage loan servicing obligations to Borrower, except when the Note or Applicable Law expressly requires otherwise.

Lender and I agree that we will not start a lawsuit or legal proceeding or join, or be joined to, an existing lawsuit (such as a class action) that arises from the other party's actions pursuant to the Security Instrument or that claims the other party broke any promise or failed to fulfill any duty under this Security Instrument or relating to the Loan until: (a) the complaining party gives written notice in the manner provided in Section 15 to the other party; (b) the notice clearly describes the promise broken or the duty unfulfilled; and (c) the party receiving the notice is given a reasonable time to correct the problem. This provision does not apply if Applicable Law specifically authorizes a lawsuit by me against Lender under the facts in question and does not permit any cure or correction by Lender. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of default and opportunity to cure given to me pursuant to Section 22 and the demand for immediate payment in full given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws."

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous or as pollutants or wastes by Environmental Laws and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances."

An "Environmental Cleanup" includes any removal, remedial action or other response as defined in an Environmental Law. An "Environmental Condition" means a condition that can cause or contribute to or otherwise trigger an Environmental Cleanup.

Except as provided below: (a) I will not permit Hazardous Substances to be present on the Property; (b) I will not use or store Hazardous Substances on the Property; and (c) I will not allow anyone else to do so. I

also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so. I will not create an Environmental Condition affecting the Property or permit anyone else to do so or do anything which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

If I know of: (a) any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws; (b) any Environmental Conditions, for example, any spill or leak of any Hazardous Substance; or (c) any condition relating to a Hazardous Substance that reduces the value of the Property, I will promptly notify the Lender in writing. If the government or a private party notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

This Section does not require the Lender to conduct or pay for any Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. After the occurrence of the conditions stated in subsections (a), (b) and (c) below, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. If all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may do this without making any further demand for payment. This requirement is called "Immediate payment in full."

Lender may also require immediate payment in full if any of the events described in Section 18 occur, even if the conditions stated in subsections (a), (b) and (c) below are not met.

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under this Section 22 only if all of the following conditions are met:

(a) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured;

(b) Lender sends to me, at least 35 days before demanding immediate payment in full otherwise enforcing this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep;

(2) The action that I must take to correct that default;

(3) My right to cure the default by full payment of all amounts that are due under the Note and under this Security Instrument, including reasonable interest and late charges specified in the Note or this Security Instrument, as well as reasonable attorney fees;

(4) An itemization of all past due amounts causing the loan to be in default;

(5) An itemization of any other charges that must be paid in order to cure the default;

(6) That if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another Person may acquire the Property by means of foreclosure and sale;

(7) That if I meet the conditions stated in Section 19 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required;

(8) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(9) Such other matter as is required by Maine law; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering to the appropriate Registry of Deeds a discharge or release stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records (unless those costs were collected in advance of my loan closing).

24. Payment During Foreclosure. I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Section 22 above. Lender may use such monies to pay off any part of the Sums Secured without affecting Lender's right to continue foreclosure and sale.

25. Riders to this Security Instrument. The promises and agreements of each Rider are incorporated as a part of this Security Instrument.

LOAN #: 2209040735

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

Jane Irving 10-31-2022 (Seal)
JANE M IRVING DATE

Patrick Irving 10/31/22 (Seal)
PATRICK M IRVING DATE

Elizabeth Theresa Kane
Jane Irving ATF 10-31-2022 10-31-22 (Seal)
JANE M IRVING, AS ATTORNEY-IN-FACT ELIZABETH THERESA KANE DATE

Cephas Joel Hoffman
Patrick Irving AIF 10/31/22 (Seal)
PATRICK M IRVING, AS ATTORNEY-IN-FACT CEPHAS JOEL HOFFMAN DATE

State of MAINE County of CUMBERLAND

The foregoing instrument was acknowledged before me this 10-31-22 (date) by JANE M IRVING AND PATRICK M IRVING AND JANE M IRVING, AS ATTORNEY-IN-FACT ELIZABETH THERESA KANE AND PATRICK M IRVING, AS ATTORNEY-IN-FACT CEPHAS JOEL HOFFMAN (name of person acknowledged).

TIMOTHY E CORNWELL
My Commission Expires
08-04-2024
MAINE
NOTARY PUBLIC

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)

Lender: Camden National Bank
NMLS ID: 486887
Loan Originator: David Laurence Cekutis
NMLS ID: 509632

LOAN #: 2209040735

ADJUSTABLE RATE RIDER
(1 Year Treasury Index – Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **31st** day of **October, 2022** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **Camden National Bank, .**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **36 Sawyer Street, Portland, ME 04103.**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **5.875 %.** The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the **1st** day of **November, 2029** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current

Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage points (**2.250 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest **ONE-EIGHTH OF ONE** percentage point (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **10.875 %** or less than **2.250 %.** Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.875 % or less than the Margin.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 2209040735

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

10/31/22 (Seal)
JANE M IRVING DATE

10/31/22 (Seal)
PATRICK M IRVING DATE

AIF Elizabeth Theresa Kane 10/31/22 (Seal)
JANE M IRVING, AS ATTORNEY-IN-FACT ELIZABETH THERESA KANE DATE

AS A Tierne in Fact Cephas 10/31/22 (Seal)
PATRICK M IRVING, AS ATTORNEY-IN-FACT CEPHAS JOEL HOFFMAN DATE

LOAN #: 2209040735

1-4 FAMILY RIDER
(Assignment of Rents)

-203B

THIS 1-4 FAMILY RIDER is made this 31st day of October, 2022 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Camden National Bank, .

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 36 Sawyer Street
Portland, ME 04103

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

LOAN #: 2209040735

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Jane Irving 10/31/22 (Seal)
JANE M IRVING DATE

Patrick Irving 10/31/22 (Seal)
PATRICK M IRVING DATE

Jane Irving AIF Elizabeth Theresa Kane 10/31/22 (Seal)
JANE M IRVING, AS ATTORNEY-IN-FACT ELIZABETH THERESA KANE DATE

Patrick Irving AIF Cephas Hoffman 10/31/22 (Seal)
PATRICK M IRVING, AS ATTORNEY-IN-FACT CEPHAS JOEL HOFFMAN DATE

DOC :55089 BK:39823 PG:173
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
11/02/2022, 11:48:01A
Register of Deeds Jessica M. Spaulding E-RECORDED

Exhibit A - Property Description

Closing Date: October 31, 2022

Borrower(s): Jane M. Irving and Patrick M. Irving and Elizabeth Theresa Kane and Cephas Joel Hoffman

Property Address: 36 Sawyer Street, Portland, ME 04103

A certain lot or parcel of land, with buildings thereon, situated on the southerly side of Sawyer Street, in the City of Portland, Cumberland County and State of Maine, in that portion formerly called Deering and more particularly bounded and described as follows:

Beginning at a point in the southerly side of said Sawyer Street a distance of fifty-five (55) feet westerly from the westerly side of Bryant Street; thence running southerly at right angles with said Sawyer Street a distance of one hundred twenty (120) feet to a point; thence running westerly in a line parallel with said Sawyer Street a distance of fifty-five (55) feet to a point; thence northerly in a line at right angles with said Sawyer Street one hundred twenty (120) feet to said Sawyer Street; thence easterly on said Sawyer Street to the point of beginning.

Being lot (6) on a plan of land of Mrs. T. Bryant, which was devised to her by her first husband, Thomas Sawyer, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 7, Page 49, to which plan reference is hereby made for further description.

8:35

BIGFISH707
Posts
Follow

Portland, Maine

Liked by **jewelzjules707** and **others**

bigfish707 Lizzie and I officially own a duplex in Maine!!

View all 27 comments

November 1, 2022

8:35

BIGFISH707
Posts

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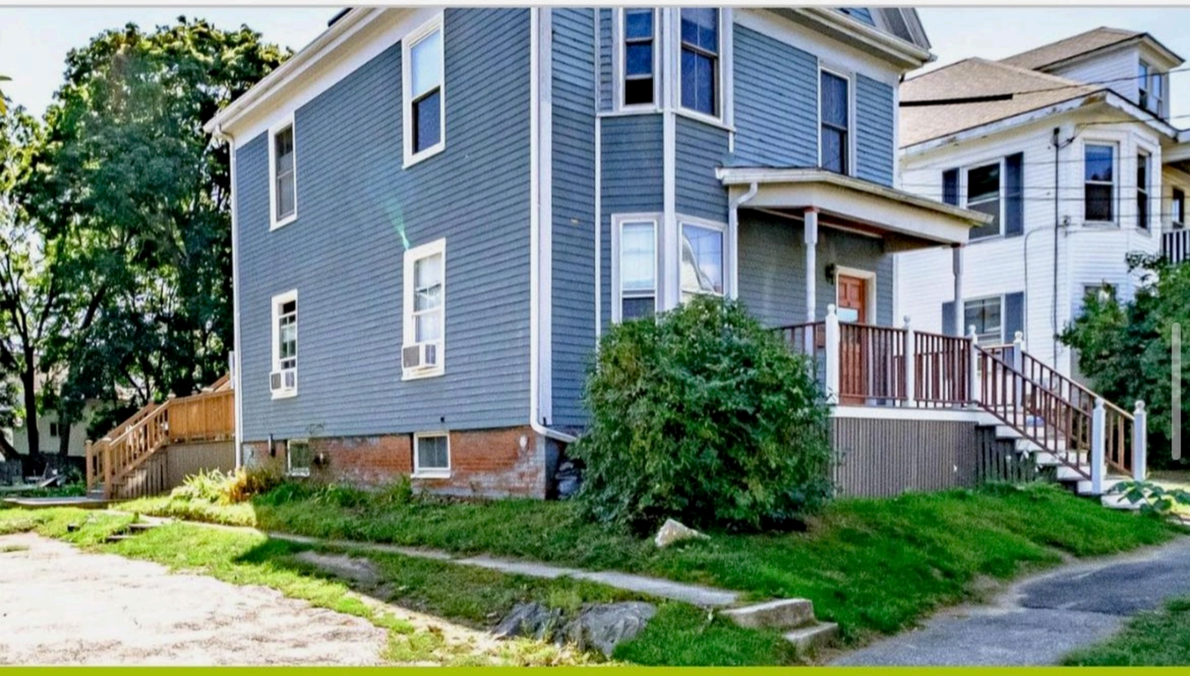
bigfish707

MORTON leasing



36 Sawyer St Portland

New England style Portland apartment in the Woodfords neighborhood walking distance to Back Cove. This unit is located on the 2nd and 3rd floors and includes a living room with bay windows, an

Liked by **olive_o_p** and **others**

bigfish707 And it's up for rent !!

View 1 comment

November 10, 2022

City of portland

Good Morning, Guest ()

Public Information

Search

All

for

36 sawyer st

Exact Phrase ☑

Search Reset Export

Found 5 results

Next () | Top () | Paging Options () | Filter Options () | Main Menu ()

()

Permit Number 20104210

Applied Date 04/08/2010

Type Electrical

Issued Date 04/08/2010

Project Name

Expiration Date

Status Expired

Finalized Date

Main Parcel 138 A012001

Address 36 SAWYER ST Portland, ME

Previous () | Next () | Top () | Paging Options () | Filter Options () | Main Menu ()

Inspection Number 128707

Type Long Term Rental Registration

Status Passed

Requested Date 04/21/2017

Main Parcel 138 A012001

Address 36 SAWYER ST Portland, ME 04103-

Scheduled Date 04/21/2017

Previous () | Next () | Top () | Paging Options () | Filter Options () | Main Menu ()

Inspection Number 66992

Type Electrical Only

Status Re-inspection required

Requested Date 04/22/2010

Main Parcel 138 A012001

Address 36 SAWYER ST Portland, ME 04103-

Scheduled Date 04/22/2010

Previous () | Next () | Top () | Paging Options () | Filter Options () | Main Menu ()

License Number 20172643

Company Name

Applied Date 12/02/2022

License Type Long Term Housing Registration - Two Family

Period Start Date

Expiration Date

License Status In Review

Address 36 SAWYER ST Portland, ME

Company Type Sole Proprietorship

Industry Classification

Business Status Active

Main Parcel 138 A012001

DBA Christopher A Morrison
Opened Date 12/31/2015
Closed Date
Last Audit Date

Previous () | Top () | Paging Options () | Filter Options () | Main Menu ()

()

License Number 20162643
Company Name
Applied Date 12/31/2015
License Type Long Term Housing Registration - Two Family
Period Start Date 12/31/2015
Expiration Date
License Status Renewed
Address 36 SAWYER ST Portland, ME
Company Type Sole Proprietorship
Industry Classification
Business Status Active
Main Parcel 138 A012001
DBA Christopher A Morrison
Opened Date 12/31/2015
Closed Date
Last Audit Date

Results per page 10 **1 - 5 of 5** << < 1 > >>

Need Help? Email Us (mailto:css@portlandmaine.gov) -- Invoice Help (https://www.portlandmaine.gov/DocumentCenter/View/21855/How-to-find-your-invoice-?bidId=)

NEW LTR- F424

LONG-TERM RENTAL UNIT REGISTRATION APPLICATION

SECTION 1: PROPERTY INFORMATION

Street #: 36 Street Name: Sawyers Unit #: ~~3~~ 1 + 2

Chart, Block, Lot #/Parcel ID: 138 A012001 Total number of Long-Term Rental Units: 2

SECTION 2: OWNER INFORMATION (Please complete only the applicable ownership section that applies)

Individual Ownership:

Owner First Name: Elizabeth Owner Last Name: Kane

Primary Telephone #: 6465739921 Email Address: lizzkane@gmail.com

Owner's Mailing Address: 16252 Busg Rd Nevada City Ca

Other Ownership (check one): ☐ **Partnership** ☐ **Corporation** ☐ **LLC** ☐ **Other** (Please explain)

A Completed Supplemental Corporation Sheet must be submitted with the application

Corporate Name: _____

Primary Telephone #: _____ Email Address: _____

Mailing Address: _____

SECTION 3: AUTHORIZED AGENT & CONTACTS

All properties must have an authorized agent for purposes of service. If property owner is a partnership, corporation, LLC or any other form of business entity, the authorized agent must be an individual who resides in the State of Maine.

Authorized Agent: ☑ Same as owner

Agent First Name: _____ Agent Last Name: _____

Primary Telephone #: _____ Email Address: _____

Agent's Mailing Address: _____

Property Manager: ☑ Same as owner

Manager's First Name: _____ Manager's Last Name: _____

Primary Telephone #: _____ Email Address: _____

Manager's Mailing Address: _____

Emergency Contact: ☑ Same as owner

Contact First Name: _____ Contact Last Name: _____

Primary Telephone #: _____ Email Address: _____

SECTION 4: FEE DISCOUNTS

Type of Discount	Valid Verification Documents	Discount	# of Units	Total Discount
Fully Sprinklered Building	Testing or Maintenance Report or Maintenance Contract from Preceding Year	$10.00/unit		
Off-site Monitored Fire Alarm System	Fire Alarm System Monitoring Annual Contract	$7.50/unit		
Subsidized Housing Housing Quality Standard (HQS)	HQS Inspection Report from Preceding Year	$5.00/unit		
Public Housing Uniform Physical Condition Standard (UPCS)	UPCS Inspection Report from Preceding Year	$10.00/unit		
No Smoking Lease	Copy of Signed Lease Language or Smoking Disclosure Form	$2.50/unit	2	$5

*Please note there is a maximum of $20 discount per rental unit.

SECTION 5: TOTAL ANNUAL CHARGES

Number of Long-Term Rental Units Registering	2
Long-Term Rental Registration Fees (# of Long-Term Rental Units x $50)	$
Total of Fee Discounts from Section 4	$
Total Annual Rental Registration Fee	$95

Payment Information:

Pay the registration fee:

- in person by cash, check, or credit card;
- mail a check - Make checks payable to "City of Portland" and note the CHART, BLOCK, AND LOT (CBL) on the check.

Please return completed application, documents and fees to:

Permitting and Inspections Department, Room 307
389 Congress St
Portland, ME 04101

For More Information: http://www.portlandmaine.gov/rentalregistration

To the best of my knowledge, I certify that the information being registered is true and correct.

Applicant Name (Printed): Elizabeth Kane

Applicant Signature: Elizabeth Kane **Date:** 3/11/2024

MAINE REAL ESTATE TAX-Paid

1002240216689

WARRANTY DEED

Christopher A. Morrison and Carole A. Crawford of Greenwood, Oxford County, Maine, for consideration paid, grant(s) to **Jane M. Irving, Patrick M. Irving, Elizabeth Theresa Kane and Cephas Joel Hoffman** of Canton, Oxford County, Maine (whose mailing address is 292 The Shore Road, Canton, ME 04221) with Warranty Covenants, as Joint Tenants, the following described real estate:

See "Exhibit A" Attached

For grantors' source of title, reference may be had to a deed from Carole A. Crawford to the grantor(s) herein, dated July 29, 2011, recorded in Cumberland Registry of Deeds, Book 28855, Page 179.

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

This conveyance is made subject to the property taxes assessed against the premises, which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36 M.R.S.A., sec. 558.

Witness my/our hand(s) and seal(s) this 31 day of October, 2022.

WITNESS:

Christopher A. Morrison

Carole A. Crawford

STATE OF MAINE

Cumberland, ss

October 31, 2022

Then personally appeared the above named Christopher A. Morrison and Carole A. Crawford and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Justice of the Peace
Commission Expiration:

TIMOTHY E CORNWELL
My Commission Expires
08-04-2024
NOTARY PUBLIC

File No.: 2022-5845

RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
11/02/2022, 11:44:13A
Register of Deeds Jessica M. Spaulding E-RECORDED

File No: 2022-5845

"Exhibit A"

A certain lot or parcel of land, with buildings thereon, situated on the southerly side of Sawyer Street, in the City of Portland, Cumberland County and State of Maine, in that portion formerly called Deering and more particularly bounded and described as follows:

Beginning at a point in the southerly side of said Sawyer Street a distance of fifty-five (55) feet westerly from the westerly side of Bryant Street; thence running southerly at right angles with said Sawyer Street a distance of one hundred twenty (120) feet to a point; thence running westerly in a line parallel with said Sawyer Street a distance of fifty-five (55) feet to a point; thence northerly in a line at right angles with said Sawyer Street one hundred twenty (120) feet to said Sawyer Street; thence easterly on said Sawyer Street to the point of beginning.

Being lot (6) on a plan of land of Mrs. T. Bryant, which was devised to her by her first husband, Thomas Sawyer, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 7, Page 49, to which plan reference is hereby made for further description.

2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

*This information must be provided for all short-term and long-term rental units. A separate form must be completed for **EACH** individual rental unit. Information requested is as of November 1, 2023 unless noted.*

SECTION 1: APPLICANT CONTACT INFORMATION		
Name: Elizabeth Kane	E-mail: lizzkane@gmail.com	Phone #: 6465739921

SECTION 2: PROPERTY INFORMATION			
Street #	Street Name	Unit #	Chart, Block, Lot Number (CBL)/Parcel ID
36	Sawyers	2	138 A012001

SECTION 3: RENTAL UNIT INFORMATION

1. Is this unit exempt for any of the following? Check the box for any that apply.
   - ☐ Owned, operated, or otherwise managed by a municipal housing authority?
   - ☐ An accommodation provided in a hospital, convent, church, religious facility, or extended care facility?
   - ☐ Dormitories owned and operated by an institution of higher education or by Portland Public Schools?
   - ☐ In a building containing only 2, 3, or 4 dwelling units, one of which the property owner currently occupies as his or her principal residence? Or in an owner-occupied single-family home?
   - ☐ An accessory dwelling unit, as defined in Chapter 14 of City Code?
   - ☐ Publicly rent-controlled or subsidized (Section 8, GA, etc)?
   - ☒ None of the above

*If the unit is exempt, no further information is required. If "none of the above" is selected, please complete form

2. What rent was being charged monthly for this unit as of June 1, 2020, or the Base Rent?	$
3. What was the amount of monthly rent charged on November 1, 2022? (Previous Year)	$
4. What is the amount of monthly rent being charged as of November 1, 2023? (Current Rent)	$2900
5. What is the increase in monthly rent (if any) when compared to the previous year's rent?	$
6. What amount of the monthly rental increase is attributed to the following allowable increases:	
a) The Allowable Increase Percentage	$
b) New Tenancy	$
c) Banked Rent that was accrued in prior years	$203
d) Any Increase applied for and approved by the Rent Board	$
7. What is the amount of monthly Banked Rent remaining with the unit?	$62.06
8. What was the amount of security deposit collected and held for the unit?	$2900
9. Please provide the amount of any other payments or fees collected from the existing tenant(s) (other than a security deposit or rent).	$2900

# of Bedrooms:	3	# of Bathrooms:	2	Does this unit include a kitchen? ■Yes, ☐No

To the best of my knowledge, I certify that the information being registered is true and correct.

Signature: Elizabeth Kane Date: 3/11/2024

2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

*This information must be provided for all short-term and long-term rental units. A separate form must be completed for **EACH** individual rental unit. Information requested is as of November 1, 2023 unless noted.*

SECTION 1: APPLICANT CONTACT INFORMATION		
Name: Elizabeth Kane	E-mail: lizzkane@gmail.com	Phone #: 6465739921

SECTION 2: PROPERTY INFORMATION			
Street #	Street Name	Unit #	Chart, Block, Lot Number (CBL)/Parcel ID
36	Sawyer	\	138 A012001

SECTION 3: RENTAL UNIT INFORMATION

1. Is this unit exempt for any of the following? Check the box for any that apply.
   - ☐ Owned, operated, or otherwise managed by a municipal housing authority?
   - ☐ An accommodation provided in a hospital, convent, church, religious facility, or extended care facility?
   - ☐ Dormitories owned and operated by an institution of higher education or by Portland Public Schools?
   - ☐ In a building containing only 2, 3, or 4 dwelling units, one of which the property owner currently occupies as his or her principal residence? Or in an owner-occupied single-family home?
   - ☐ An accessory dwelling unit, as defined in Chapter 14 of City Code?
   - ☐ Publicly rent-controlled or subsidized (Section 8, GA, etc)?
   - ☒ None of the above

*If the unit is exempt, no further information is required. If "none of the above" is selected, please complete form

2. What rent was being charged monthly for this unit as of June 1, 2020, or the Base Rent?	$
3. What was the amount of monthly rent charged on November 1, 2022? (Previous Year)	$
4. What is the amount of monthly rent being charged as of November 1, 2023? (Current Rent)	$1950.00
5. What is the increase in monthly rent (if any) when compared to the previous year's rent?	~~$100~~
6. What amount of the monthly rental increase is attributed to the following allowable increases:	39
a) The Allowable Increase Percentage	$5
b) New Tenancy	$
c) Banked Rent that was accrued in prior years	$41.41
d) Any Increase applied for and approved by the Rent Board	$
7. What is the amount of monthly Banked Rent remaining with the unit?	$
8. What was the amount of security deposit collected and held for the unit?	$1950
9. Please provide the amount of any other payments or fees collected from the existing tenant(s) (other than a security deposit or rent).	$

# of Bedrooms:	2	# of Bathrooms:	1	Does this unit include a kitchen? ☒Yes, ☐No

To the best of my knowledge, I certify that the information being registered is true and correct.

Signature: Elizabeth Kane Date: 3/11/2024

City of portland

Good Morning, Guest ()

License Number: LTR-006038-2024

ELIZABETH KANE

License Details () | Tab Elements () | Main Menu ()

License Details

License Type:	Long Term Housing Registration - Two Family	District:	N/A
		Applied Date:	03/27/2024
Account Number:		Issued By:	
Period Start Date:	03/28/2024		
Status:	Issued	Expiration Date:	12/31/2024
Description:			

Business | Locations | Fees | Attachments | Contacts | More Info

Fee Summary () | Remaining Fees () | Paid Fees () | Next Tab () | License Details () | Main Menu ()

Fee Summary

Total Fees:	$95.00	**Paid Fees:**	$95.00
Unpaid Fees:	$0.00		

Remaining Fees

Sort

Fee

Fee	Invoice	Computed	Amount Due
No records to display.			

Paid Fees

Sort

Fee

Fee	Invoice	Computed

Fee	Invoice	Computed
Long Term Rental Registration Fee	INV-00098464	$95.00

Results per page 10 1 - 1 of 1 << < 1 > >>

Need Help? Email Us (mailto:css@portlandmaine.gov) -- Invoice Help (https://www.portlandmaine.gov/DocumentCenter/View/21855/How-to-find-your-invoice-?bidId=)

License Number: LTR-006038-2024

BL Supplimental Information

Unit Number	Base Rent	Previous Rent	a) Allowable Increas...	b) 5% New Tenancy ...
1	$0.00	$0.00	$5.00	$0.00
2	$0.00	$0.00	$0.00	$0.00

BL Supplimental Information

c) Banked Rent Use...	d) Rent Board Appr...	Total Increase (a+b+...	Current Rent (as of ...	Banked Rent Remai...
$41.41	$0.00	$0.00	$1,950.00	$0.00
$203.00	$0.00	$0.00	$2,900.00	$62.06

BL Supplimental Information

Current Security De...	Other Payments Col...	Number of Bedrooms	Number of Bathroo...	Kitchen Included	Unit D
$1,950.00	$0.00	2	1	Yes	None c
$2,900.00	$2,900.00	3	2	Yes	None c

Bradley Davis
to me

Apr 24, 2024, 7:18 PM (8 days ago)

Hi Dylan,

I have another document to submit. I suppose this could be considered Attachment T. When getting the mail at 7pm, I just saw that the Rental Housing Rights document had been tacked to the front of our house. I haven't seen it prior to today, and I have never been given this document nor have I ever signed it. In addition, it is regular paper tacked onto the outside of the building - so I am doubtful it will withstand the elements for an extended period.

I am assuming that this is an attempt by my landlord at achieving compliance with 6-238, but they are still non-compliant with 6-238 (b) & (c), and due to the fact that the outer facade of our building is not a "conspicuous common area ***within*** the building housing the Covered Units", I would argue this still doesn't comply with 6-238(d).

Best Regards,
Bradley Davis

City of Portland, Maine

Rental Housing Rights

Tenant/Landlord Rights and Responsibilities

The relationships between tenants and landlords in Portland are governed, in part, by the City of Portland Code of Ordinances and the State of Maine statutes, and cover a wide variety of topics. There are various resources for additional information, including Pine Tree Legal and the State of Maine's publication "Consumer Rights When You Rent an Apartment", and others. It is recommended that concerned individuals obtain professional legal advice, as necessary.

Rent Control

Landlords of rental units in Portland, that are not otherwise exempt, may only increase the rent once within a rental year. Before increasing rent, a landlord must give tenants written, signed notice at least 90 days in advance. That notice must include the date the tenancy began, the date of the rent increase, the amount of the increase, any remaining Banked Rent that has not been included in the increase and the reasons for the rent increase.. Generally, unless additional amounts are approved by the Rent Board, annual rent increases for existing tenants may not exceed the *Allowable Increase Percentage as defined by the City Code*. Landlords may increase rent an additional 5% when a new tenant begins occupying the unit. A landlord may not raise the rent more than 10% in one year.

Termination of Tenancy

Landlords must provide all tenants at least 90 days written notice before terminating a tenancy without cause.. If a landlord provides an amount equal to 1 months' rent reimbursement to the tenant, tenancies may be ended by notice at least 60 days before they must move out. If two months' rent is provided in reimbursement, tenancies may be terminated by notice at least 30 days before they must move out. Landlords do not have to provide a reason for asking the tenant to leave.

A landlord may terminate a tenancy at will for cause with a minimum 7-day written notice if the tenant: (1) has caused serious damage to the apartment and has not repaired the damage; (2) has been a nuisance to other tenants or neighbors; (3) has made the unit uninhabitable or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; or (5) is 7 days or more behind in rent.

Prohibited Discrimination

Housing discrimination on the basis of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status is prohibited by the City of Portland and the State of Maine. Landlords may not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies. Landlords may not refuse to rent or negotiate, deny a dwelling, or otherwise make unavailable, or retaliate, due to a tenant's participation in a Tenant Union. Unless a unit is otherwise exempt, landlords must also comply with reasonable requirements of any subsidy program, including filling out paperwork, allowing inspections, and making reasonable repairs.

Concerns, Complaints, or Questions

If you have questions about the City's ordinances on rent control and tenant protections, think your landlord has violated the City's ordinances, or want to file an appeal with the Rent Board, please contact the Housing Safety Office at housingsafety@portlandmaine.gov or 207-756-8131

Required Forms & Informational Material

Required Forms & Informational Material

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

- The City of Portland Rental Housing Rights Document (above)

Forms required by the State of Maine:

- Energy Efficiency Disclosure
- Lead Paint Pamphlet - "Protect Your Family From Lead in Your Home"
- Lead Based Paint Disclosure Form
- Smoking Policy Disclosure (To be drafted by the landlord)
- Radon in Rental Housing Pamphlet
- Radon Disclosure

Please contact the agency providing the document for translation

By signing below, landlords and tenants acknowledge that they have read and understand the information contained within this document and landlords have provided tenants with copies of the informational material and forms noted above.

Landlord	Date
Tenant	Date
Tenant	Date
Tenant	Date

To: The City of Portland Rent Board

From: Elizabeth Kane et al.

Subject: Request of Hearing for Potential Violation of CIty Housing Rights

Date: 4/17/2024

To Whom it may concern:

The following letter is in response and reference to the email that Bradley Davis sent to the Rent Board on 4/5/2024, Subject: Portland Citizen Tenant Housing Complaint, I have received no communication on this matter from our tenants and thus this email sent to the Rent Board is my only context for the complaint. My name is Elizabeth Kane. I am one of the four owners of 36 Sawyer St. along with my husband, and my parents. My parents are many decades long time residents of the state of Maine, and I was raised in the state of Maine. I regularly return multiple times annually to visit my family and friends. My husband and I manage all communications with our tenants at 36 Sawyer St.; however, we are not out of state landlords my parents are very much involved in the ownership of this home. We purchased the property with the intention of ultimately relocating back to my home state of Maine, raising a family, and being closer to my parents. My parents who are residents as I've stated, and myself on my numerous trips back to visit have wanted to respect the privacy of the tenants that reside at 36 Sawyer St. and that is why we have not been to the property during Bradley and Madison's occupancy period. We did occupy the property following Brian Davis's departure in April of 2023, preceding Bradley Davis and Madison Mahoney's occupancy.

In reference to paragraph 2 and 3 of Bradleys complaint email, we took action immediately when asked if the lease was in compliance as well as prior to. Adam O'Conner did not "get us to admit" anything as Bradley Davis has accused, we have very openly been seeking compliance this entire time. I initiated conversation with Adam O'Connor by way of a voicemail left on his office line on 3/1/2024, he called me back that following Monday 3/4/2024; at no point during my many conversations with Adam O'Connor did he mention that the

tenants of Unit 1 had contacted him regarding this matter, my reading of Bradley's email is the first I am learning of him contacting the rent board on this matter. I called to discuss my confusion around the percentages and *Banked Rent* process to verify if I was following the ordinance. These conversations occurred in parallel to my recipe of Bradley and Madison's response containing concerns of lease compliance. There has been a considerable amount of confusion surrounding the past C*overed Unit* status of 36 Sawyer St, my aim in calling Adam O'Connor was to clear this up once and for all. The home was not considered a C*overed Unit* under the previous owners due to their occupancy of the property. At the time of sale, as well as in the month of May just prior to Bradley and Madison's lease signing, I was informed by the city that the ordinance functioned on a *Rental Year* basis and because it was not a C*overed Unit* when Brian Davis signed his lease for the 2022-2023 *Rental Year* period that the unit was *exempt* from the City of Portland Rent Stabilization Ordinance and that we would be establishing the *Base Rent* with the new incoming tenants. It should be noted that Brian Davis signed his lease for the *Rental Year* in question prior to the changes to the ordinance that occurred in November of 2022. When establishing a *Base Rent* as instructed, the result was an overcharge, and was in response to receiving "a misrepresented interpretation of the city ordinance" by the City of Portland as Adam O'Conner put it. I worked with Adam O'Conner to reach compliance on the overcharged rent as soon as possible as well as submitting our rental registration forms and being given authorization to pay our rental registration fees. We have not been avoiding registration fees to "save money" as accused by Bradley Davis, as soon as we received our authorization link to pay we paid the fees. Upon verification of the refund owed to the tenants of Unit 1 I immediately emailed them notifying them of the refund status and requested notification of their preference for receiving either a credit toward future rent or a refund check as is required per city ordinance; to date I have not heard back. I have attached my correspondence with Adam O'Connor in reference to this matter as well as my notice to the tenants regarding their refund.

In response to his statement of:

> "The fact that an out-of-state landlord, following multiple code violations (I have further complaints and evidence that can be shared) can decide to uproot us from our lives in this community and face no enforcement from the city (even so far as saving money skipping 2023 registration fees), sets a very dangerous precedent that landlords get no additional penalty for ignoring rent control (even when caught), and can create leases for specified periods and elect not to renew tenancy indefinitely to maximize their profits every year"

I have not been notified by our tenants of any additional concerns regarding the terms of their lease and or compliance issues. I have no idea what he is referencing when he states "multiple code violations," to date the tenants have not notified me of multiple code violations or concerns of any. Every single time the tenants of 36 Sawyers St have notified us of an issue we have acted the same day and often a remedy has occurred on the same day. We have taken direct action to always remedy any issue that may arise at the premises. This sentiment is appreciated by the tenants of Unit 1 as is made clear by their text messages stating "Thanks again for being so responsive when things pop up around the house - we really appreciate your attentiveness," and their email "We really love living here and having you as landlords." We have not "ignored rent control," we have worked closely with the city to reach compliance and in a timely manner. We did not create a lease with a specific period of time; a one year lease is a very standard lease term. We are exercising our rights as landlords to only rent for one year periods of time in preparation for our move back to Maine. To my recollection at no time was it expressed that they would like to reside somewhere for years to come, if that was the intention I presume a multi-annual lease would have been requested but it was not.

Bradley Davis continues to reference the term "voluntary," and suggest that we are seeking the additional *New Tenancy* percentage of 5%. Attached please reference my emails with Adam regarding the math in which I am asking for the correct dollar amount. We are not seeking to manipulate the math, we have sought compliance with the math regarding B*ase Rent* and added percentages openly, as well as have attempted to disperse the refund. In

reference to his use of the term “voluntary” the city of Portland seems to define it as is stated in section 6-234 (b) 2., involuntary is defined as

> “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.”

None of this has occurred; Bradley Davis and Madison Mahoney’s lease has a clear end date and expires on 5/31/2024. With the understanding that finding new housing in Portland can be a lengthy process we wanted to extend to them the option to occupy until 6/30/2024. At the time of notification of non-renewal we gave them a 90 day period of time. We have given them the option for an additional 30 days occupancy past their lease expiration despite the clear expiry date of their lease. It is my understanding that in their voluntary signing of our one year lease agreement, in which they agreed to a clear end date of 5/31/2024, that the expiration of their occupancy at 36 Sawyer St. is voluntary on 5/31/2024.

At this time I am not clear on what exactly is in question as far as a violation or what it is exactly that is being asked of us. As previously stated our tenants have not made us aware of any additional concerns that they have, and I am only now learning that they had contacted Adam O’Connor independently from us. All that we have been made aware of is their concern regarding compliance in reference to an overcharge, we promptly remedied this issue, and have been informed by the City of Portland that we are in compliance. As stated previously it is our intention to be in compliance with the City of Portland, we have been notified that we are in compliance with the City of Portland Rent Stabilization Ordinance. I have included the emails that I have previously referenced, as well as our rental registration information. Please refer to PDFs entitled Correspondence with Adam O’Connor Regarding Base Rent, LTR-006038—License Details, LTR-006038—Fees Paid, Lease Compliance Refund Notice to Tenant’s, and 90 Day notice.

Sincerely,

Elizabeth Kane, et al.

Voicemail

8 messages

Adam O'Connor <aoconnor@portlandmaine.gov> Tue, Apr 2, 2024 at 7:04 AM
To: Elizabeth Kane <lizzkane@gmail.com>

Hi Elizabeth,
I got your voicemail. I am out of the office today but have access to email. If you want to send your question over to this email address I'd be happy to help. Otherwise I can call you tomorrow morning. Thank you.

--
Adam O'Connor
Rental Registration Inspector
City of Portland
389 Congress Street, Portland ME, 04101
aoconnor@portlandmaine.gov

permitting & inspections

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Elizabeth Kane <lizzkane@gmail.com> Tue, Apr 2, 2024 at 8:17 AM
To: Adam O'Connor <aoconnor@portlandmaine.gov>

Hi Adam, thanks for getting right back to me. I have spoken to a few people at the city of portland that have confirmed this but I wanted to confirm my understanding of the ordinance with you. Units in owner occupied buildings are exempt from being covered units. Units become covered units when they no longer fall under one of the applicable exemptions listed. At that time the Base rent for the units are established by rent charged to the new leasing tenants.

Thanks,
Elizabeth Kane
[Quoted text hidden]

Adam O'Connor <aoconnor@portlandmaine.gov> Tue, Apr 2, 2024 at 9:13 AM
To: Elizabeth Kane <lizzkane@gmail.com>

Correct. For your property, records show that the whole building was owner occupied until April of 2022. In April of 2022 tenant Brain Davis was charged $1,600 by previous owner Chris Morrison. This is the base rent for Unit 1 of your building, all increases should be calculated off of this number by law. Unit 2 was owner occupied by Chris Morrison until the property was sold. In December of 2022 the unit was rented to tenant Michael Matis for $2,900. This is the base rent for Unit 2 and all increases should be based off of that number by law.

Let me know if you have any other questions.

[Quoted text hidden]

Elizabeth Kane <lizzkane@gmail.com> Tue, Apr 2, 2024 at 10:11 AM
To: Adam O'Connor <aoconnor@portlandmaine.gov>

Hey Adam, thanks for going through all of this with me. I want to clarify something that is causing confusion for me. The building was owner occupied during the rental year of 2022. As per city ordinance, "the ordinance applies to all rental units in Portland, including short term rentals. The following types of units are exempt from the limits placed on rent increases. Units in an owner-occupied building containing either 2, 3, or 4 dwelling units. " I had contacted the rent board at the time of sale and upon our departure and discussed the transition from owner occupied to covered unit that was taking place. I was told units in owner occupied buildings are exempt from the limits placed on rent increases and because the building was owner occupied for the rental year of 2022 the units are exempt. I was instructed that the rent charged to the first tenants upon our departure would be the base rent for Unit 1. I know that things have been changing rapidly in the city of Portland but I'm hoping to gain some clarity here.

Thank you,
Elizabeth Kane
[Quoted text hidden]

Adam O'Connor <aoconnor@portlandmaine.gov> Tue, Apr 2, 2024 at 10:54 AM
To: Elizabeth Kane <lizzkane@gmail.com>

The property is exempt while the owner occupies the building. They ceased being owner occupied when the building was sold in October 2022. Sec 6-233(b)(i) of the City Code of Ordinances states the following:

(i) If a Covered Unit was not required to be registered with the City as of 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.

When the building was sold on October 31, 2022 the owner occupied exemption expired and the base rent was set to the amount that was charged 120 days prior on July 3, 2022. The tenant of Unit 1 had a 12 month lease for $1600 per month that started in April of 2022, making $1600 the base rent for that unit.

I hope that clears up any confusion. Let me know if you have any other questions.
[Quoted text hidden]

Elizabeth Kane <lizzkane@gmail.com> Tue, Apr 2, 2024 at 11:40 AM
To: Adam O'Connor <aoconnor@portlandmaine.gov>

Hi Adam, ok that all makes sense. I think that I was given incorrect information when I called at the time of sale. At that time I was told that statuses were on a rental year basis and because it was exempt for the first half of the year that the unit remained exempt for that rental leasing year and that we could occupy as soon as Brian's lease expired. We occupied the unit after Brian left, relocating back to my home state of Maine to be closer to my family following our house and town burning down in a California Wildfire. Our employment opportunities did not work out and we ended up needing to move out and rent it out after all. This is the situation I discussed with the city at the time and was told that it became a covered unit in 2023 when we moved out and that the base rent would be set by the new tenants. I know things are really busy for you over there, I called you and left a few messages after the first time we spoke wanting to talk about this further and never heard back but in processing my LTR license I was told that the base rent was the rent charged to the tenants who moved in 2023 and was told that I was in compliance. Please let me know where to go from here.

Thank you,
Elizabeth Kane
[Quoted text hidden]

Adam O'Connor <aoconnor@portlandmaine.gov> Tue, Apr 2, 2024 at 12:23 PM
To: Elizabeth Kane <lizzkane@gmail.com>

Hi Elizabeth,
I called you back but your voicemail box was full so I couldn't leave a message. The base rent was established once the sale occurred. The statute does allow for a reset to the base rent if the unit was removed from the rental market for 5 years. The wording is as follows:

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

Going forward you must base your calculations off of the base rent prescribed by the ordinance. Any increase in rent that exceeds the base rent plus any allowable increase is considered an overcharge and must be refunded to the paying tenant.
[Quoted text hidden]

Elizabeth Kane <lizzkane@gmail.com> Tue, Apr 2, 2024 at 1:28 PM
To: Adam O'Connor <aoconnor@portlandmaine.gov>

Hi Adam, I really appreciate reaching a resolution today. Given all of this information I have taken some time to do a little math and want to make sure that it is all correct. Brian payed the rate of $1,600 for years. The owners did not utilize the 2022 AIP of 4.3% when renewing his lease for $1,600 in 2022. This percentage becomes banked for future use. The AIP for 2023 is 7%, and the new tenancy percentage is 5%. These percentages total 16.3%. Max allowable is 10% or $160.00 and the remaining 6.3% is banked. The new rate charged to the new tenants should have been $1,600.00 + $160.00 = $1,760.00. We charged the new tenants $1,950.00 resulting in an overcharge of $190.00 per month a total of $2,090.00 for the past 11 months of rent paid. We owe them either a credit toward future rent or a refund, their choice. Moving forward in this new leasing year we are about to enter we have the 6.3% banked plus the 2024 AIP of 2% totaling 8.3% and an additional 5% if a new tenancy takes place equaling 13.3%. 8.3% of $1,760.00 is $146.08 so the rent for a renewal would be $1,906.08 and a new tenancy would be $1936.00 with the 3.3% remaining banked for the subsequent year. I want to update my tenants on this situation immediately, thanks for letting me know if this math is correct. I also want to update the paperwork submitted for the LTR license because I feel that it is incorrect.

Thank you,
Elizabeth Kane

Notice to Parties of 36 Sawyer St - 4/24/2024 Rent Board Meeting

Elizabeth Kane <lizzkane@gmail.com> Thu, Apr 18, 2024 at 4:52 PM
To: Dylan Orr <dorr@portlandmaine.gov>

Hello Dylan, a few notes to add. The City of Portland informed us that a lease with an agreed upon termination date is a voluntary agreement to an end date. One of the purposes and functions of a lease is to delineate clear start and end dates of an agreement. Brian Davis decided to buy a house. He called and asked me to write him a letter stating that he had in fact given his notice to vacate to prove to his mortgager that he in fact was moving out. I have attached the email correspondence regarding this and a copy of the letter he asked me to draft. We did occupy the property for the month of May 2023 and due to unforeseen personal circumstances our lives quickly changed and we were not able to stay. I attached a photo of myself at the property May 2023.

Elizabeth Kane

On Thu, Apr 18, 2024 at 9:40 AM Elizabeth Kane <lizzkane@gmail.com> wrote:

> Hello Dylan, thank you for taking my call yesterday. When we spoke I was completely in the dark about what has been going on as far as the complaint that has been submitted. I Appreciate your prompt sending of Bradley's email. I provided a letter delineating the facts as they have taken place. I have also attached my email correspondence with Adam as well as the tenants, and our licensing information. Please let me know if there is any other information that would be helpful or relevant to this matter that I can supply.
>
> Thank you,
> Elizabeth Kane
>
> [Quoted text hidden]
>
> > [Quoted text hidden]
> > Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

4 attachments

- **photo at proporty.pdf**
  18244K
- **Brian Davis Letter.pdf**
  375K
- **Brian Davis Letter emails - lizzkane@gmail.com - Gmail.pdf**
  967K
- **Brians Email with Mortgager.pdf**
  78K

(no subject)

Inbox ×

Elizabeth Kane <lizzkane@gmail.com>
to Bradley, madison.mahoney07

Tue, Apr 2, 3:19 PM

Hello Madison and Bradley. Upon the expiration of your lease on 5/31/2024 we have decided to renew for one month on a tenant at will basis for the month of June 2024. We want to make sure to give you the proper 90 day lease termination notice. We have decided not to renew your lease for the 2024-2025 rental year period. We have decided to go a different direction with the downstairs unit. Thank you for your tenancy at 36 Sawyer St. On the other question regarding your lease not being in compliance with the current city ordinance we have been in continued contact with the rent board on that matter. I should have an update from them regarding the compliance resolution for you tomorrow.

Thank you,
Elizabeth Kane and Cephas Hoffman

Madison Mahoney
to me, Bradley

Thu, Apr 4, 7:24 AM (13 days ago)

Hi Liz and Cephas,

This email comes as a shock to us. We feel so settled and happy here and have truly made this place our home. We have a great relationship with you two and with Mike, and we've already begun to prep the garden for the summer and prune the berry bushes after first discussing our renewal. Is there any way to negotiate the renewal of our lease with you? We really do love living here and being a part of our community and we were hoping to continue our tenancy for years to come. We want to understand this sudden change as best as we can and what could be preventing our renewal.

Thank you so much for your understanding and consideration,
Madi and Bradley

•••

Elizabeth Kane <lizzkane@gmail.com>
to Madison

Fri, Apr 5, 7:53 AM (12 days ago)

Hi Madi and Bradley, this is our final decision. Please let us know if you have any questions regarding your refund and how you would like to receive it.

Thank you,
Elizabeth Kane and Cephas Hoffman

•••

Reply Forward

Elizabeth Kane

April 14, 2023

Address 16252 BUSH Rd
NEVADA CITY CA 95959

To whom it may concern at Servion:

I am the owner of the two-unit building located at 36 Sawyer Street, Portland, Maine 04103. Brian Davis has given his notice and intends to terminate his lease at 36 Sawyer St apartment #1 and plans to move out on May 1st, 2023.

Sincerely,

Elizabeth Kane

Elizabeth Kane 4/13/2023

Letter

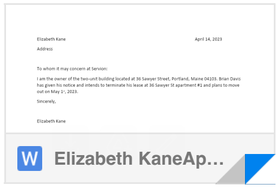
Inbox ×

Brian Davis <bdavis@tcsmaine.org>
to me

Fri, Apr 14, 2023, 12:29 PM

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is privileged and/or confidential under state and federal law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please notify the sender immediately by reply-e-mail or telephone (207-688-2253) and destroy all copies of the original message.

One attachment • Scanned by Gmail



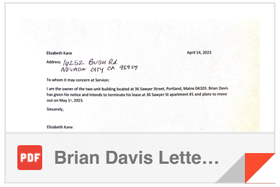
Elizabeth KaneAp...

Elizabeth Kane <lizzkane@gmail.com>
to Brian

Fri, Apr 14, 2023, 12:53 PM

Here it is

One attachment • Scanned by Gmail



Brian Davis Lette...

Elizabeth Kane <lizzkane@gmail.com>
to Brian

Fri, Apr 14, 2023, 1:12 PM

Corrected!

2:15

78

BT

Brian >

Apr 14, 2023 at 9:54 AM

Hi Elizabeth could you send me your email address again? And your last name? I forget right now. My bank needs to see a notice that i intend to cancel my lease and move out of the apt and into the house i am financing thanks.

Hey! My email address is lizzkane@gmail.com and my last name is kane

Just emailed you. If you are you able to, please reply assp, part of my mortgage approval thanks!

Hey Brian just sent it to him

Thanks Elizabeth

Apr 14, 2023 at 11:56 AM

Elizabeth do you have time for a quick chat on the phone this afternoon? 5-10 minutes thanks

Sure let me know what time you are thinking

Text Message

B Davis lease

Inbox ×

Brian Davis <bdavis@tcsmaine.org>
to Tucker, me

Fri, Apr 14, 2023, 10:08 AM

Hi Elizabeth and Tucker,
Elizabeth, Tucker is my banking officer in charge of my new home purchase. Could you forward the email you sent to me of your intention to move in May 1st? Thanks,
Brian

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is privileged and/or confidential under state and federal law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please notify the sender immediately by reply-e-mail or telephone (207-688-2253) and destroy all copies of the original message.

Reply | Reply all | Forward

Lease Compliance

Elizabeth Kane <lizzkane@gmail.com>
to madison.mahoney07, Bradley

Wed, Apr 3, 7:49 AM

Hello Madison and Bradley. I spoke with Adam this morning confirming the math, and he said that he wanted to give you a call to go over all of this math as well. Firstly we want to apologize that your lease was not in compliance. We were given incorrect or as Adam put it a misrepresented interpretation of the ordinance at the time of your lease signing. In summation we owe you a credit of $2,090.00 and your rent for the months going forward will be $1,760.00. You can elect to have a payment made directly to you or have $2,090.00 credited toward future rent. Please let us know which way you would like to receive the refund. Here is the math:

$1,600.00 (Base Rent) + 10% (max allowable) = $1,600.00 + $160.00 = $1,760.00.

This resulted in a monthly overcharge of $190.00 and a total of $2,090.00 for the 11 months paid.

The 10% max allowable is composed of several Banked Rent percentages as follows:

16% = 5% (New Tenancy based on Base Rent) + 4.3% (2022 AIP) + 7% (2023 AIP)

Again please let us know how you would like to recieve your refund. Adam instructed me to have something between us signed confirming that we are in agreement on the math and the money was in fact received. That is something that we will put into motion once we know how the refund will be dispersed.

Thank you,
Eizabeth Kane and Cephas Hoffman

Reply | Reply all | Forward

License Number: LTR-006038-2024

ELIZABETH KANE

License Details | Tab Elements | Main Menu

License Details

License Type:	Long Term Housing Registration - Two Family	**District:**	N/A	**Applied Date:**	03/27/2024
Account Number:		**Issued By:**		**Period Start Date:**	03/28/2024
Status:	Issued			**Expiration Date:**	12/30/2024
Description:					

Business | Locations | Fees | Attachments | Contacts | More Info

Fee Summary | Remaining Fees | Paid Fees | Next Tab | License Details | Main Menu

Fee Summary

Total Fees:	$95.00	**Paid Fees:**	$95.00	**Unpaid Fees:**	$0.00

Remaining Fees

Sort Fee

Fee	Invoice	Computed	Amount Due
No records to display.			

Paid Fees

Sort Fee

Fee	Invoice	Computed
Long Term Rental Registration Fee	INV-00098464	$95.00

License Number: LTR-006038-2024

ELIZABETH KANE

License Details | Tab Elements | Main Menu

License Details

License Type:	Long Term Housing Registration - Two Family	**District:**	N/A	**Applied Date:**	03/27/2024
Account Number:		**Issued By:**		**Period Start Date:**	03/28/2024
Status:	Issued			**Expiration Date:**	12/30/2024
Description:					

Business | Locations | Fees | Attachments | Contacts | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ELIZABETH KANE	**DBA:**	ELIZABETH KANE	**Open Date:**	03/26/2024
Company Type:	Sole Proprietorship	**Status:**	Active	**Closed Date:**	
District:	N/A			**Last Audit Date:**	
Location:	Commercial				
Description:					

Need Help? Email Us -- Invoice Help

12:43
May 3, 2023
11:38 AM
Edit
LIVE

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

Memorandum

TO: Zachary Lenhert, Licensing and Housing Safety Manager
CC: Dylan Orr, Rental Registration Coordinator
FROM: Adam O'Connor, Rental Registration Inspector
DATE: April 17, 2024
RE: Rent Control - 36 Sawyer Street

Below is a timeline of contacts and actions associated with the property located at 36 Sawyer Street:

- On March 5, 2024 at approximately 11:16 AM a voicemail was forwarded to the Rent Control email from Alyssa Wilson in Licensing and Registration. The call was from the owner of 36 Sawyer Street, Elizabeth Kane. The owner was calling to request assistance in calculating the amount of rent that could be charged for this property. The call was returned on or around March 5th.
    - It was discovered that the property had not been properly registered as a Long-Term Rental after the owner had purchased it on October 31, 2022.
    - Discussed with the owner the need to register the property and referred them to Licensing and Registration for assistance.
- On March 5, 2024 at approximately 11:20 AM a voicemail was forwarded to the Rent Control email from Alyssa Wilson in Licensing and Registration. The call was from the tenant of 36 Sawyer Street Unit #1, Bradley Davis. The tenant was calling to inquire as to the maximum amount that could be charged. The call was returned on or around March 5th.
    - Tenant stated they had received notice of a rental increase or, roughly, 7%. Tenant questioned how the increase could be more than the Allowable Increase Percentage for 2024 of 2%.
    - Informed the tenant that the owner may be entitled to banked rent and that rental increases are capped at 10%.
    - Informed the tenant that once the property is properly registered banked rent could be calculated.

- On March 7th, the tenant forwarded information regarding the rent charged to the previous tenant of Unit 1, the current lease, the renewal notice, and communications with the previous tenant and previous owner.
- On March 27th the property was registered as a Long-Term Rental and the invoice was paid via credit card on March 28th completing the registration process.
- On April 1st at approximately 3:45 PM the owner called and left a voicemail requesting assistance in calculating the appropriate rent for Unit 1.
    - Through our communications the owner determined the rent charged to the tenant was out of compliance with the Rent Stabilization Ordinance and the tenant was due a refund $2,090 for the overcharge in rent.
    - Informed the owner of the need to contact the tenant and refund the rental overcharge.
- On April 2nd at approximately 9:48 PM the tenant forwarded an email from the owner that was notifying them they decided to not renew their lease on Unit 1 and the rental agreement will expire on 6/30/2024.
- On April 5th the tenant submitted a formal complaint to the Rent Board.
- On April 8th I spoke with the owner to inform them that they were unable to use the 5% new tenant increase to calculate the rent for the next tenant because the termination of the current lease agreement in Unit 1 was not considered voluntary. They acknowledged and agreed that the 5% new tenancy increase was not available to them.
- On April 8th a Code Case was opened and closed under RCC2400008 regarding the rent overcharge.

May 10, 2024
From: Bradley Davis, applicant
To: 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 under Article VI Sec. 2(l) of the Rules of the Portland Rent Board, I submit this memo as further evidence and testimony that is crucial for the Board's postponed deliberations. I hope you will vote to accept it.

---

1. **Retaliation: Ms. Kane's explanation fails to rebut the presumption of retaliation**

A rebuttable presumption, such as the one provided under Sec. 6-237(e), means that Ms. Kane must prove that the non-existence of retaliatory motive on her part is more probable than its existence (M.R.Evid. 301(a); Perrault v. Parker, 490 A.2d 203, 206 (Me. 1985)). **She has not done so**.

In fact, after reviewing the evidence she provided, the city memo, her testimony, and new comments from the city, **it is more clear than ever that our tenancy is being terminated solely because we complained**.

a. Ms. Kane testified that our tenancy was terminated for the potential of their move back to Maine, yet Ms. Kane admitted to the Rent Board on May 2nd, 2024, a month after she sent me a termination notice, ***they do not actually have a plan to move in*****,** "We have not decided that it is our firm intent … the timeline is unknown … if someone rents for the month of July, I am not sure yet."

b. Ms. Kane testified that her primary residence suffered extensive property damage on February 26th, 2024, making her California home uninhabitable and hence they had to move back to Maine, yet a one-year extension of our lease was offered to us five days later on March 2nd, 2024, and our tenancy wasn't terminated until April 2nd, 2024.

c. On page 76 of the full packet, Ms. Kane emails Adam O'Connor, city inspector, on April 2, 2024, and states, "Moving forward … the rent for a renewal would be $1,906.08 and a new tenancy would be $1936.00 with the 3.3% remaining banked *for the subsequent year*" (emphasis added). **Later that evening, when she emailed her non-renewal notice, Ms. Kane was still preparing to rent the unit to a new tenant, not to move in herself. No other explanation makes sense.**

d. On page 88 of the full packet, Mr. O'Connor states "On April 8th I spoke with the owner to inform them that they were unable to use the 5% new tenant increase to calculate the rent *for the next tenant* because the termination of the current lease agreement in Unit 1 was not considered voluntary." (emphasis added). **Despite the city making clear there would be no financial incentive to replace us with a new tenant, the landlord is still refusing to rent to us.**

e. Ms. Kane testified that she told Mr. O'Connor of her plans for moving into the unit yet, as I testified, Mr. O'Connor told me on every call that he had no idea what their future plans were for the unit. Additionally, **according to new information provided by a city spokesperson**, **"the City's inspector recalls their conversations differently."**

f. Ms. Kane claims that Mr. O'Connor advised her not to tell us that she was moving into the unit. However, according to the email from the city spokesperson, the city did not tell her this: **"They did not tell the landlord 'not to tell her tenants why she chose to rescind her offer…' Staff does not provide legal advice."**

g. Ms. Kane also stated in her testimony that she was looking to terminate our annual lease and replace it with a month-to-month lease to give her more flexibility. However, as was pointed out a couple of times by board members, **if it were true that Ms. Kane was simply looking to shift to a month-to-month lease, she could have simply offered the unit to us on that basis.**

h. In her submitted evidence (page 76 of the full packet), Ms. Kane claimed that she had relocated back to Maine in May 2023 to be closer to family following her house burning down in a California wildfire. Yet, Ms. Kane's previous California home burned down on September 8th, 2020, 2.5 years prior. In between that date and purchasing 36 Sawyer on October 31, 2022, on November 8th, 2021 Ms. Kane acquired her California home for nearly $900,000. Apparently, one month later, she said they realized they had to relocate everything back to California. In truth, however, they advertised the unit for rent (with an illegal rent increase) only 11 days after the previous tenant left. Four days later, on May 15, 2023, we toured a completely vacant unit. Moreover, her written testimony **makes no mention of new plans to (again?) relocate to Maine in 2024, nor has Ms. Kane been "very up-front" with these plans, as she testified on May 2nd, as she admitted she had never mentioned them to us.**

i. Finally, Ms. Kane testified, "To us, this is not about money." We expect that is true, with her owning property valued at over $1.5 million. And since finances are of no concern, **it defies logic that Ms. Kane would choose to move from her 3,000 sq ft home with 4 bedrooms and 4 bathrooms in northern California into our 1 bedroom, 1 bathroom unit, potentially with other friends and/or family members, especially when there is another 3 bedroom, 2 bathroom unit in this same building whose lease was up for renewal at the same time as ours.**

In summary, Ms. Kane's excuses are not credible. As stated above and according to the law, the presumption in this case is that Ms. Kane is retaliating against us since our termination was received within six months of our complaint (28 days, to be exact). That means Ms. Kane must show that it is more likely than not that our termination was not in retaliation of said complaint. Based on her contradictory testimony, the evidence she provided, the city's memo, and the city's comments to the press, not only has she failed to prove that our lease termination was *not* in retaliation, the evidence is stronger than ever that she simply wanted us out so she could get a tenant who would not complain. In short: retaliation.

2. **Allowing landlords to retroactively bank and apply rent increases to which they were not entitled is in violation of Sec. 6-234(f)**

The Rent Board came to the correct decision in regard to Sec. 6-234(f) in finding that Ms. Kane was **not entitled** to the rent increases imposed in 2023. However, left still to be determined is whether Ms. Kane may retain and bank the 7% 2023 AIP increase *that she was not entitled to*.

a. The ordinance clearly specifies "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." (emphasis added)

b. Sec. 6-235, process of banking rent, says "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 Section 6-151." (emphasis added)
    a. Additionally, if a landlord chooses to impose a rent increase, regardless of whether it is later revoked, this section states that rent increase would automatically be precluded from the inclusion in banked rent.

c. As members of the Board and Benjamin Gaines' full memo point out, nothing in regard to these decisions would prevent Ms. Kane from submitting an MNOI application if it was determined that the corrected rent under the ordinance was not providing a fair return on investment. Therefore, a decision on banked rent under Sec. 6-234(f) would not restrict Ms. Kane's entitlement to a fair return on investment.

Not only was Ms. Kane *not entitled* to the 2023 rent increase categories, *she did choose to impose them anyway.*

In summary, the ordinance prohibits the retaining of "rent increases" when "substantially non-compliant," and in potentially deciding that the banked rent for 36 Sawyer Street may include the 2023 AIP, the Rent Board would be going directly against the language and intention of the ordinance and allow Ms. Kane to retain a rent increase to which she was

not entitled. A decision to that end is neither allowed, nor advisable, as it will not incentivize landlords to comply with the law.

As a final note, perhaps further illustrating Ms. Kane's disregard for the law, in response to Ms. Kane's non-compliance with Sec. 6-238, she testified "The first thing I'm going to do is email the Rental Housing Rights document [to Bradley]." As of the submission date of this memo, eight days later, I have not received anything.

From: **Jessica Grondin** jgrondin@portlandmaine.gov
Subject: Fwd: Media request 5pm deadline
Date: May 15, 2024 at 9:31 AM
To: Bradley Davis bsdavis@bu.edu

here you go. thanks!

Jessica Grondin (she/her/hers)
Director of Communications & Digital Services
o: 207-756-8173
c: 617-435-3450
Sign up: city news & alerts
We're social: Twitter@CityPortland, Facebook, Insta@CityPortland
Portland 311
www.portlandmaine.gov

---------- Forwarded message ---------
From: **Jessica Hanscombe** <jhanscombe@portlandmaine.gov>
Date: Mon, May 6, 2024 at 12:03 PM
Subject: Re: Media request 5pm deadline
To: Jessica Grondin <jgrondin@portlandmaine.gov>
Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Dylan Orr <dorr@portlandmaine.gov>

Hi Jess

See below for Zack's response to this request. Thank you

Portland's Rent Control Ordinances are relatively complex and have had at least one major set of changes since their adoption at the end of 2020. The ordinances and amendments were passed by citizen referendum without any staff input. As evidenced by the long deliberations of the Rent Board, the legal terms and intentions of some sections of the ordinance are unclear. Some terms are left undefined while others are defined but otherwise not used in the ordinance. There are many situations the Licensing and Housing Safety Division are approached with that the ordinance simply does not address. Some sections of the Rent Control ordinance don't fit "cleanly" with the existing sections of the ordinances.

The City sends notices to registered landlords about ordinance information and updates through email, press releases, mailings, and presentations to the local landlord association. When a registered building is sold to a new owner, the Licensing and Housing Safety Division works with the Assessor to identify the new owner and we mail a packet to the address on record to make the new owner aware of the requirement to register. We also field a lot of landlord questions through phone and email.

There definitely seems to have been some miscommunications between the landlord and the Licensing and Housing Safety Division. Our inspector recalls their conversations differently. They did not tell the landlord "*not to tell her tenants why she chose to rescind her offer*", the inspector commented that the landlord is not *required* to provide an explanation why they are choosing not to renew the lease agreement when the landlord was asking about the termination of tenancy section of the ordinance and asked about allowable evictions. Staff does not provide legal advice, we always recommend tenants and landlords seek their own legal assistance.

seek their own legal assistance.

The other parts of her conversations appear to have happened when she bought the building, at the end of 2022. The referendum amending Rent Control passed that month and didn't take effect until the next month. If she looked at the website on that date the old version of Rent Control was still in effect and material had not been updated. (For example the confusion about the 75-day to 90-day notice) I also do not know what questions the landlord asked or what information she provided when she asked, or who she asked. If she asked "When a unit goes from owner-occupied to "covered" can the landlord set the Base Rent to whatever they want?", the answer to that question would be "YES". But that question leaves out important details specific to the case at hand about the transition of the building.

At the time she bought the building, the Licensing and Housing Safety Division did not have any dedicated staff to Rent Control. Administration and enforcement were handled by existing staff with already existing duties. Since the ordinance passed by citizen referendum there had been no additional resources allocated to its enforcement or administration in the Council budget. In FY2024 the Council approved three new positions for the Division, a Coordinator, an Inspector, and a Licensing Assistant dedicated to Rental Registrations and Rent Control. There is now more personnel specializing in this area to assist landlords and tenants.

Jessica Blais Hanscombe
Director of Permitting and Inspections
City of Portland
389 Congress Street
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

On Mon, May 6, 2024 at 9:34 AM Jessica Grondin <jgrondin@portlandmaine.gov> wrote:

I'm also wondering what our response would be to these questions...

Jessica Grondin (she/her/hers)
Director of Communications & Digital Services
o: 207-756-8173
c: 617-435-3450
Sign up: city news & alerts
We're social: Twitter@CityPortland, Facebook, Insta@CityPortland
Portland 311
www.portlandmaine.gov

---------- Forwarded message ---------
From: **Lana Cohen** <lcohen@pressherald.com>
Date: Fri, May 3, 2024 at 3:26 PM
Subject: Media request 5pm deadline
To: Jessica Grondin <jgrondin@portlandmaine.gov>

Hi Jessica,

I hope you're doing well. I'm reaching out because I'm working on a story about a

I hope you're doing well. I'm reaching out because I'm working on a story about a tenant-landlord dispute that the Rent Board held a hearing on last night. The landlord consistently pinned her rent-control violations on the city giving her incorrect information about the rent-control ordinance and other advice she followed that the tenants then used to back up the complaints they brought to the board.

For example, the landlord said the city provided her misinformation about the ordinance, incorrectly told her that she could create a new base rent on her unit and told her to not to tell her tenants why she chose to rescind her offer of a lease renewal to her tenants after they brought up their concerns about rent-control violation.

Can you please provide comment on the way that the city disseminates information to landlords regarding the rent-control ordinance, responds to specific queries when landlords are confused about the ordinance and otherwise helps landlords navigate the law? Is it standard for the city to advice landlords on specific communications with tenants?

This is for a story with a 5 pm deadline running Monday.

Thank you!

Lana Cohen
Education Reporter
Portland Press Herald/ Maine Trust for Local News
646.410.1462
295 Gannett Dr., S. Portland, ME 04106

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

This first leak became evident to us on Feb 26th, 2024
The subsequent leaks in other areas of our home became evident to us in the first two weeks of March, following our offer to renew the lease.
At the time of sending the renewal email we were not aware of the extent of the situation. Once we had the mold results and inspections we decided at that time that the best coarse of action for our family as the owners of 36 Sawyer St was to not renew the lease, or sign a new lease with anyone. This has been an ongoing situation. The month of March is when we became aware of the water damage. We have a camper van in our driveway that we are currently sleeping in.