



RENT BOARD

August 5, 2024

5:00 PM

ZOOM INFORMATION:

- a. Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/81797843500?pwd=rExkG8n1I5pCHAXZ55v2DGepVmQdlg.1>

Passcode: 461494

Or One tap mobile :

+13092053325,,81797843500#,,, *461494# US

+13126266799,,81797843500#,,, *461494# US (Chicago)

Or Telephone:

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

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

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+1 305 224 1968 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

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International numbers available: <https://portlandmaine-gov.zoom.us/j/kcDLiUiwB0>

II. ROLL CALL:

III. UNFINISHED BUSINESS:

- a. Tenant Rights Appeal
Appellant: Jaime Devins & Evan Long, 44 Dirigo St, Unit #2, Portland, ME 04102
Property Owners: James Lannon, 1530 Congress St, Portland, ME 04102
Julie Contreras-Lannon, 172 Bradley St, Portland, ME 04102
CBL: 188-A-009-001

IV. Adjourn

City of Portland – Housing Safety Division
TENANT RIGHTS APPEAL

Date of Hearing:

July 24, 2024 - Tabled to August 5, 2024

Appellant:

Jaime Devins and Evan Long
44 Dirigo Street, Unit #2
Portland, ME 04102

Owner Name and Address:

James Lannon
1530 Congress Street
Portland, ME 04102

Julie Contreras-Lannon
172 Bradley Street
Portland, ME 04102

Property Address:

44 Dirigo Street, Unit #2
Portland, ME 04102

CBL:

188-A-009-001



To: Interested Parties of 44 Dirigo Street, Unit #2
From: Licensing and Housing Safety Office
Re: Tenant Rights Appeal - Notice of Public Meeting

A request for a hearing regarding the rental unit at 44 Dirigo St, unit #2 (CBL: 188-A-009-001) has been submitted to the Rent Board. The request submitted by Jaime Devins and Evan Long is in regards to a potential violation of the City of Portland's Tenants' Rights. A copy of the submitted complaint is attached to this email.

The next regular Rent Board meeting is scheduled for **Wednesday, July 24th, 2024 at 5:00 PM**. Please submit any supporting documentation by **Wednesday, July 10th, 2024** which can be sent to rentboard@portlandmaine.gov. Be advised, this is a public meeting and all documentation submitted can be subject to any Freedom of Access Act requests. All interested parties have the right to appoint representation.

Rent Board meetings are held remotely via Zoom. The agenda with the Zoom link will be posted by Friday, July 19, 2024.

The agenda packet and Zoom link can be found on this page: [Agendas & Minutes - City of Portland, Maine](#)

Thank you,

City of Portland
Business Licensing & Housing Safety Office

July 10, 2024

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

Dear Chair Mathieu and esteemed members of the Rent Board,

We, Jaime Devins and Evan Long, have been renting apartment #2 at 44 Dirigo Street, Portland, ME 04102 continuously since September 2012, for the first year on a lease ([Attachment A](#)) and subsequently at will. Under the authority granted to tenants in section 6-234(e) of the city code, and within the Rent Board's jurisdiction as outlined in section 6-263(c), we submit this letter as a formal complaint against the landlords of 44 Dirigo Street, Mr. James "Jim" Lannon, who resides at 1530 Congress Street, Portland, ME 04102, and Ms. Julie Contreras-Lannon, who resides at 172 Bradley Street, Portland, ME 04102, for:

- 1) Failing to post in the building or otherwise to provide to us a copy of Portland's tenant rights documents and other required information regarding building-related environmental hazards when Portland's Rent Control Ordinance went into effect and when it subsequently has been updated, in violation of sec 6-224(b) and sec 6-224(c);
- 2) Falsely registering an inflated base rent amount for the apartment with Portland's rental registration service, in violation of sec 6-151 and 6-233(a);
- 3) Failing to register additional required information about the building, in violation of sec 6-151;
- 4) Falsely registering 44 Dirigo Street as an owner-occupied building with Portland's rental registration service, in violation of sec 6-151;
- 5) Raising the rent of our apartment for August 2022 by 9.52%, from \$1050.00/month to \$1150.00/month, without providing the requisite explanation, in violation of sec 6-234(d);
- 6) Attempting to raise the rent of our apartment for December 2023 by 8.70%, from \$1150.00/month to \$1250.00/month, without providing the requisite explanation, in violation of sec 6-234(d); and
- 7) Retaliating against us when we requested information about our renters' rights, building-related environmental hazards, and the City-mandated process for a rent increase, in violation of sec 6-237(e).

We request that you schedule a hearing on this matter as soon as possible.

Details

Regarding [item #1](#), the failure to provide us with notice of our tenants' rights, when Portland's Rent Control Ordinance went into effect in 2021, we received no communication about it from the landlords. Consequently, we remained unaware of the details of the Ordinance's provisions until we independently researched it on the City's website after having learned more about it during a later, citywide election campaign to keep the Ordinance in place. Following this, in October 2023, for the

first time, we received intentionally altered, incomplete versions of these forms ([Attachment B](#)) from Julie as described under item #6 below. To date, we never have received the full packet of accurately completed, required forms and notices.

Regarding [item #2](#), the falsely inflated base rent amount filed with the City, while we were conducting background research this month as part of preparations to file this complaint, we searched for “44 Dirigo” on Portland’s rental unit registration self-service website, located at <https://selfservice.portlandmaine.gov>. Under the “More Info” tab on the primary registration entry for License Number 20163417, “Julie Lannon,” the base rent was reported as \$1450.00, and the previous rent was reported as \$1400.00, as shown in [Attachment C](#), screenshots from that website. However, as shown in [Attachment D](#), rent receipts in the form of bank deposit tickets (we deposit our rent payments directly to the landlords’ bank account each month), the true rent amount that was in effect on June 1, 2020 was \$1050.00, \$400.00 lower than the reported amount on the City website. This strongly suggests a motive on the part of the landlords to remove us from the property as soon as we showed indications that we would be insisting that the correct process for raising the rent be followed.

Regarding [item #3](#), the failure to register additional information about the building with the City, when we spoke via phone in early June with Adam O’Connor, Portland’s rental unit registration inspector, as part of our background research for this complaint, in addition to confirming that the base rent for the unit had been filed as \$1450.00, Mr. O’Connor also informed us that most of the required forms for the long-term rental registration of 44 Dirigo Street had not been filed and were overdue, so there was little other information available about the account as is reflected on the self-service website.

Regarding [item #4](#), the false registration of 44 Dirigo Street as an owner-occupied building, during our conversation with Adam O’Connor as mentioned in item #3 above, in describing that there was very little information available about the Julie Lannon/20163417 registration account, Mr. O’Connor stated that one of the few data points on record about the apartment, in addition to the incorrect, inflated base rent amount, was that the building had been registered in 2022 as owner-occupied. However, it is not owner-occupied. There are only two units in the building: ours (unit 2), consisting of the second and third floors, and our neighbor’s (unit 1), consisting of the first floor and, informally, the garage, which is located in the rear of the building, close to unit 1’s parking spaces and entrance. (When we first moved in in September 2012, half of the garage was offered to us to share with the then-downstairs tenants, but we declined to use it, and it since has been used exclusively by the occupants of unit 1). While Jim Lannon was personally friendly with the previous downstairs tenants (2012-2016) and appeared to spend time with them socially during some days and evenings, he did not reside with them. After those tenants moved out of unit 1, Jim’s brother-in-law moved into it, and Jim continues to spend time on the property socially some days and evenings when he is in town. (Jim is regularly away with the Merchant Marines for periods of months.). However, we are aware of when Jim’s black pickup truck is parked in the driveway or on the street, which are easily visible from our apartment, and we can see that it does not stay at 44 Dirigo overnight. Julie, as far as we know, spends no time on the property; we in fact have not interacted with her in person since the first year of our tenancy. That the building is not owner-occupied also is supported by the fact that, when a retaliatory conflict began to develop between us and Julie in late 2023 as described in item #7 below, our concerns about our tenants’ rights and her refusal to follow the City’s requirements for covered units could have been settled easily and peaceably by Jim’s or Julie’s pointing out to us that because the building was owner-occupied, it was exempt from these regulations as described in sec 6-231(d). However, as everyone involved knows, it is not owner-occupied and has not been owner-occupied during the nearly twelve

years that we have been renting apartment 2. The tenant of unit 1 also has not ever acted as the landlords' agent in relation to us, the only other tenants in the building, nor have we been directed by Jim or Julie to treat him as such.

Regarding [item #5](#), the raising of our rent in August 2022 by 9.52%, on May 25, 2022, Jaime received an e-mail from Julie ([Attachment E](#)) which stated the following:

“Hello ! How are you? I wanted to check in and see how you are doing. I also wanted to let you know , due to basically everything going up , we will be increasing your rent in August by \$100. You currently do not have a lease. I am more than happy to draw one up. Let me know your thoughts on this. Feel free to reach out with any questions and or concerns . We are happy to have you as tenants!”

(Please see also [Attachment F](#) for a July 2018 e-mail from Julie expressing similarly happy sentiments about our tenancy. This kind of interaction between Julie and us was typical prior to the start of the retaliation in fall 2023, immediately following our protected complaint regarding our rights as tenants.)

Unaware of our tenant rights in May 2022 as described in item #1 above, we replied to Julie via e-mail the following day that the August 2022 rent increase was OK with us ([Attachment G](#)), and we began to pay the increased rent amount of \$1150.00 per month in August 2022 as shown in our rent receipts ([Attachment D](#)). Julie never presented us with a signed or any other copy of the proper rent increase information as then required by the City per sec 6-234(d). She also stated only, “due to basically everything going up,” as the reason, so we have not been able to evaluate the permissibility of the amount as it may have related to banked rent, property tax allowances, etc. Additionally, City code sec 6-234(d) states:

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

As such, the 2022 rent increase, whatever the allowed amount, is to be considered void. As of the time of this filing, we have made 24 payments (August 2022 to July 2024) at the increased, \$100.00/month-higher amount of \$1150.00 per month.

Regarding [item #6](#), the text-message notice on October 1, 2023 of a proposed rent increase for December 1, 2023 (later moved to January 2024 and then February 2024), this is the event which served as the impetus for the ongoing retaliation and communication breakdown described in item #7 below, so these final two items are interwoven. Before we discuss the nature of the retaliation campaign in that next item, in this item, we will describe the improper rent increase notice process, which we were aware by then was not in compliance with the Portland Rent Control Ordinance, and how we brought this non-compliance to Julie's attention.

On October 1, 2023, Julie sent Jaime a text message ([Attachment H](#)) which stated, “Hi Jamie just wanted to give you notice rent will go up 100 on December 1st 2023 , let me know if you would like

this put in a lease , thanks !” She then added, “Sorry couldn’t find your email , just want you to know if you did a lease in December it wouldnt be for 12 months , it would be for 6 or 9 months . Let me know and Thanks.” (Regarding the length of the lease, Jim and Julie had stated in prior years that if we wanted a lease, they would want it to end on May 31 or August 31 because they believed it would be easier for them to find tenants for 6/1 or 9/1; for example, as shown in [Attachment W](#), in fall of 2017, we stated that we would be interested in a lease from November 1 to October 31, but Julie said she preferred May 31 or August 31 as the end date.) We replied that we could accept the proposed rent increase but questioned the timing of the increase as we had read on the Portland website that 90 days’ notice was now required. Julie replied, “Yes Jamie it does I was going off Maine thanks for catching that it will happen Jan 1.”

We next replied by questioning the amount of the increase as we were aware by this time that there were limits to how much rent could be raised in a year, texting that the Portland website said that the maximum allowable increase percentage for 2024 was 2%, of which this was in excess. Julie replied, “I believe we figured the tax increase , I will get this all in writing in a lease for you with the proper time allowance thanks.” We replied, “OK, if it’s within the allowed limits of a property tax increase, that’s fine. We just don’t have that information. Same with the 2022 increase.” This was the first time we had suggested that the 2022 increase might need to be revisited. We continued, “About the lease, we are happy with the current [at-will] arrangement that we’ve been on for 10 years and would like to stay with that.” Also, at this point, it seemed to us that signing a lease, in addition its to never having been presented as a condition of our continued tenancy, if the lease were not in compliance with the Rent Control Ordinance, it could raise an entirely new set of additional problems, possibly down to its not being valid. Julie replied, “My realtor sent me a summary let me review it , again ! I absolutely could have made an error. I am at work but will get back to you by tomorrow evening.” We replied, “OK.” At this point, it seemed that communications were proceeding constructively, pending her completion of these obligations.

The next day, she texted at 10:18 PM that she would:

“get you a copy of your tenant rights , that we will have you sign , it explains the rent increases , and banked allowances . I will have a rent doc drawn up for Nov 1st giving you 90 days . For the rent increase to start on February 1st . Again if you would like we can do a lease . Just as a heads up , we are going to making some decisions for the future about Dirigo street this Spring. I don’t have any definite answers at this time . I will get you the tenants right info in the next week! Thanks.”

From this, it seemed to us that Julie was stating that it was her intention to move into compliance with the Portland Rent Control Ordinance requirements. However, in the context of our request to review the 2022 rent increase, her additional statement about “decisions for the future about Dirigo Street” concerned us. However, already feeling that the situation was shaky, we wanted to question one element at a time with her and did not immediately request additional details about this, which she already had stated she didn’t have “at this time” anyway.

On October 30, 2023 Julie dropped off the forms in an envelope at our front door. When we had a chance that evening to open the packet and review the materials she had given us ([Attachment B](#)), we were dismayed to realize that they were incomplete and unsigned. Further, the Tenants’ Rights Document had been partially whited-out to conceal the Internet URLs of some of the “Forms required by the State of Maine.” Rather than supplying these, Julie had written, “N/A” or “Nothing to Disclose”

over the white-out. In all, we received: a printed and signed statement similar to her earlier text message regarding the 2024 rent increase but in which she still made no reference to banked rent, property tax allowances, or other required information, and which had no space for us to sign; no statement regarding the 2022 rent increase which we had requested the proper form for; an unsigned smoking policy form; a flyer regarding the hazards of radon but no building-specific radon test information; the EPA's pamphlet on "Protecting Your Family from Lead in Your Home" but no lead-based paint disclosure form; no energy efficiency disclosure form; and an unsigned copy of the City's Rental Housing Rights document, altered using white-out as described above ([Attachment B](#)).

We were aware at this point that Julie seemed to have no actual intention of following the City's Rent Control Ordinance and in fact appeared to be attempting deliberately to defraud us and to block our inquiries into how our rent already had been raised in 2022, among other points. We were very unsure of what to do next as we feared that the situation, already having become unpredictable, with one of the landlords brazenly acting in bad faith, could escalate. We knew at this point that we potentially could submit a complaint to the City about the stonewalling, but as we always had communicated with Jim and Julie privately over the previous decade, our inclination was to continue to try to do that here as well.

While we were deciding what to do next, Julie followed up with us via text on November 13, 2023 ([Attachment I](#)), asking if we had signed the forms or had questions. We replied via text, "It looked like there were some forms missing. Sent you an email." We then sent her an e-mail ([Attachment J](#)) which stated, "On the form for us to sign (Rental Housing Rights), it says that signing indicates receipt of the forms and materials listed, but there were some forms missing," followed by a straightforward listing of the forms' titles and their Internet URLs. She replied via text ([Attachment I](#)) with a string of belligerent responses which mocked the "material and forms" which she was required to provide to us. In this text thread, she also tried to convince us that there was no rent control in effect in 2022 ("2022 rent increase when requested where not in place").

Alarmed, we reached out to Jim via text as we felt that any additional communications with Julie were likely to continue to escalate, and Jim had not yet acted in bad faith toward us on this topic. Jim was away at the time, but when we were able to establish contact with him on November 15, 2023, we sent him a polite e-mail ([Attachment K](#)) which stated that we were having communication difficulties with Julie. The e-mail also brought him up to speed on the relevant details, including the URLs for the missing forms we were requesting. We stated that it was OK with us for Julie to raise the rent, as is a landlord's right, within certain limits and provided that the new process was followed, and that we wanted to resolve the situation as seamlessly as possible and continue on with our longstanding rental relationship.

Following this, Julie replied to Jaime via text ([Attachment M](#)), stating that Jim had sent her the e-mail we had sent to him ([Attachment K](#)) (Jim never replied directly to our e-mail) and that maybe text was not the best way to communicate – though she would soon contradict this – and asking if would we like to meet with her in person to go over the forms. Knowing that she had deliberately altered the forms with white-out and also wanting all communications to be recorded in case we needed to file a complaint with the City, we replied to Julie via e-mail on November 19 ([Attachment N](#)), restating the very clear request we already had made twice (Attachments [J](#) and [K](#)) for the required forms with the URLs included in the e-mails. In our view, were she willing to do so, Julie could have resolved most of this situation at this point:

“Hi Julie, would it be possible for you to drop off the completed forms and any we need to sign and return inside the front entryway, and we could sign and send the Rental Housing Rights and any other forms back to you Monday or Tuesday? And would it be possible for you, on the forms you had nothing to disclose on, to write that and sign and date them with the others? We will get you our signed and dated copy back ASAP.”

We were unsure that a signed and dated form with “nothing to disclose” or “N/A” on it was likely to meet the landlords’ obligations under the City’s Rent Control Ordinance, and we doubted that Julie, no matter how confident her text messages to us, would be willing to sign and date such a questionable statement. However, given that this was something which she had stated to us, whether she truly believed it or not, to be legally satisfactory, we at least wanted her to do that so as to move the process along.

That Julie already was acting in bad faith to an extent which was crippling our good-faith efforts to negotiate for the continued rental of the unit while respecting our tenants’ rights was evident to us. Also, at this time, we consulted an attorney who advised us that Julie indeed did not seem to be in compliance with the Rent Control Ordinance. However, the terminal step, Julie’s backing out of the whole situation with our complaints still unresolved and making the rental definitely unavailable to us in response to our complaints as described in item #7 below, wouldn’t occur until a few months later, in the form of a 90-day Notice to Vacate ([Attachment O](#)), which incidentally goes to show that the landlords do know how to sign and date a form properly when it serves their interests. However, as of this point, the retaliatory Notice had not yet been delivered to us, and we were still hoping that the landlords would resume good-faith communications, beginning by coming into compliance with the Ordinance and delivering the required and repeatedly requested forms to us, working out the rent increase, and so on.

Seemingly true to these hopes, our next contact from Julie, in retrospect apparently designed mainly to continue to stall and string us along in an effort to get closer to a more favorable, 6/1 or 9/1 date on which to try to force us out of the apartment, came through an e-mail to Jaime on November 19, 2023 ([Attachment P](#)). In this e-mail, Julie wrote:

*“Hi Jamie, Sorry for the delayed response. I am waiting on a couple things from the city. Not sure what the timing will be. Reasonable , with the holiday, I can get you all you need by the Tuesday the 28th. Then we can coordinate how forms need to be signed. My schedule it tight for the next few weeks. **I do want to get this done.**”* [emphasis added]

We took her at her word and waited for her to come into compliance with the Rent Control Ordinance. Some time then passed, and then Julie sent a follow-up text message to Jaime on December 5, 2023 ([Attachment Q](#)), in which she stalled again, telling us, “I apologize I have been very sick . I still am waiting on the city, **i will follow up when i have all info**” [emphasis added]. We replied, “Ok, thank you. Feel better.”

Following that December 5 text exchange regarding our outstanding complaints, we waited for Julie to come back to the table and hopefully to resolve our complaints. Our ongoing discussion with her about coming into compliance with the Rent Control Ordinance and entering into good-faith negotiations with us for the continued rental of the apartment at a legally allowable rental rate as she had promised to do on multiple occasions – and which never had been a problem prior to our fall 2023 complaints –

was taking months. We gave her the benefit of the doubt and considered that it truly might be taking some time, possibly even months, to obtain necessary information from the City as she had told us, possibly about the energy efficiency of the building or other technical points relating to the information she was obligated to provide to us. Then, in a sudden about-face, on May 31, 2024, while we still were waiting for Julie to come back to the table, the landlords simply told us to vacate by September 1, 2024, and that the rental was denied to us after that date.

Regarding [item #7](#), retaliation and the making unavailable of a dwelling to us following a protected assertion of our rights and interests under the Rent Control Ordinance, we were sent via USPS mail a Notice to Vacate signed by Jim and dated May 31, 2024, with a move-out deadline of 9/1. However, section 6-237(e) of the City ordinances states:

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

Prior to our asserting our rights and interests regarding the proposed December 2023 rent increase and related topics as described in item #6 above, we always had had cordial interactions with Julie and Jim in which they expressed their desire to have us continue as their tenants as shown in attachments [E](#) and [F](#) and as we had done in fact for over a decade. However, immediately following our respectful insistence that she provide the required information and come into compliance with Portland’s Rent Control Ordinance, Julie made statements indicating uncertainty about the future of our rental situation, became openly antagonistic toward us and toward her responsibilities as a landlord under the Ordinance, began to negotiate with us in bad faith, and then, when their desired window of opportunity arrived, the landlords followed this with a Notice to Vacate, which we have been given no chance to negotiate.

In addition to the above, on the morning of December 28, 2023, our water was shut off by the Portland Water District for non-payment (by Jim and Julie) for the first time ever. We paid the PWD worker who came to our door with a check, but before he got back to the office, someone paid the bill online, and the PWD returned us our check ([Attachment R](#)). Since this never had happened before in our more than eleven years of renting the apartment, given how precarious our renting relationship had become, with the rent increases and related topics still unresolved, it appeared to us that this could be an instance of intentional harassment by the landlords. It also reinforced to us their overall pattern, following our legally protected complaints, of changing the tone of our previously amicable relationship.

Then, on the morning of May 22, 2024, our water was shut off again for non-payment. This time, we took the option of immediately paying the bill online ([Attachment S](#)) and called the PWD office to ask them to send someone to turn it back on ASAP. We also texted Julie about it at this time, to which she replied, “Oh goodness” ([Attachment T](#)). We worked out via text that we would deduct the amount we had paid from the next month’s (June’s) rent. This event now was more than a one-off.

Our next and most recent contact with Jim or Julie to date was a week and a half later, when we received the 90-day Notice to Vacate, signed by Jim, in the mail on May 31 ([Attachment O](#)). Prior to this, our next-most recent contact with the landlords on any topic related directly to rent, our complaint, or other terms of our continued tenancy was when Julie stated as described above that she was waiting on forms from the City in order to come into compliance with the Rent Control Ordinance and to propose new conditions, in the form of a legally allowable rent increase, for our continued tenancy. The decision to issue us a Notice to Vacate was made by the landlords against our express wishes to find terms under which to continue to rent the apartment. At no time did the landlords present us with an option to stay beyond 9/1 under any circumstances, nor was any legally compliant set of terms under which we could continue to rent the apartment proposed to us as mandatory.

Jim also sent an accompanying e-mail to Jaime ([Attachment U](#)) on the same day that the retaliatory Notice to Vacate was delivered. In it, he stated his reasons for issuing it. He said that he “would like to reacquire the space at 44 Dirigo Street on September 1st” and that it “has nothing to do with you guys as tenants” but rather with “capital repairs” and personal reasons. However, this message has no credibility, particularly in the context of the ongoing, bad-faith communications from Jim and Julie since we began to assert still-unresolved complaints regarding our rights as tenants. Regarding repairs, we already have lived in this apartment through a number of repairs over the past decade when the landlords felt like making them, including heavy roof repairs lasting an entire summer, and in 2019, Jim even booked us a hotel room and offered us the use of his own apartment while he made an overnight repair in the bathroom ([Attachment V](#)). However, other, possibly less-convenient repairs and maintenance requests such as an unanswered 2021 request to deal with the mouse infestation in the building – we have caught over two dozen mice in our apartment since the summer of 2021 ([Attachment X](#)) – or a September 2012 e-mail exchange following our move-in in which Jim acknowledged that there are broken windows and other serious defects in the apartment ([Attachment Y](#)), have been ignored for as long as twelve years, until we questioned the amount and process of rent increases. Again, no effort or offer was made by the landlords to try to negotiate these “capital repairs” with us in a way which would not require us to vacate – because our vacating is the point.

Requests

Since this situation began in fall 2023, the strain that the insecurity of our housing has caused to us has been enormous. As of the date of this amended complaint, July 10, 2024, which is the date by which we were requested by the Rent Board’s secretary, Dylan Orr, to submit supporting documentation, we have not secured alternative housing, nor do we believe we should be required to do so in response to illegal retaliation, which would satisfy the main aim of said illegal retaliation. However, as the earliest the Rent Board can meet to schedule the hearing of our complaint is July 24, less than six weeks before the deadline of the retaliatory Notice to Vacate, with the hearing itself to be conducted sometime thereafter, we may do so. We raise this point because it bears on our primary request for remedy.

Our initial primary request, filed in June, was for the retaliatory Notice to Vacate to be rescinded so that we could continue to rent and live in the apartment. We requested that the Rent Board use its authority to prevent Jim Lannon and Julie Contreras-Lannon from retaliating against us by issuing minimum fines of \$200.00 per day from the day they issued the retaliatory Notice to Vacate (May 31, 2024) and for every day going forward until they rescind this retaliatory Notice, plus any additional actions the Board considers appropriate toward this end. We still request that the Board do this, and also, in the event that, in response to the uncertainty of this situation and the dire possibility of becoming unhoused

if we were to wait too long to seek necessary alternative housing, we have secured alternative housing prior to the Board's acting on our complaint, we ask for an exemption from the normally required notice period which tenants must give landlords prior to breaking off an at-will rental agreement. We request this so as not to obligate us, should the retaliatory Notice to Vacate be rescinded within 30 days of 9/1, to continue to pay for housing we no longer would need beyond that date – and only no longer would need beyond that date because the unaddressed retaliation and the accompanying threats of having eviction proceedings filed against us and our possibly becoming unhoused had pressured us to seek alternative housing while there was still ample time to find and secure it. Also, should the situation arise that the landlords so succeed in illegally forcing us out of our current home and into other housing before the retaliatory Notice is rescinded, we request that the Board award us compensation for the time, effort, and money we will have spent in the costly search for new housing and in the moving process (travel expenses, application fees, agent fees, moving expenses, etc.).

Additionally, City code 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 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 Mr. Lannon and Ms. Contreras-Lannon to rescind all rent increases imposed and/or banked on the property from the beginning of the period when the Rent Control Ordinance went into effect through the date of this letter, and to refund what was collected above the base rent: \$100.00 per month for 24 months, \$2400.00 total as of the date of this letter (or \$2500 if this matter extends beyond 8/1). We further ask that you insist that they provide 90 days notice, according to the required process, for any future rent increases only after they have achieved full compliance. We request that you set the banked rent at what is fully allowable and that you limit any 2024 increase to 2%, plus the banked rent you determine to be allowable, if any.

In relation to the primary point of retaliation and the retaliatory Notice to Vacate, please note that the Rent Control Ordinance is explicit, 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 period began within the 6 month window of our complaint to the landlords, and the Notice to Vacate also was delivered to us within 6 months of our most recent, December 5 exchange with them about it, the burden of proof is on the landlords to show that they are not retaliating. However, as we have presented above, given the context, there is no other plausible explanation but retaliation.

Over the past few years, the landlords, where they have attempted to register the building as a long-term rental at all, knowingly have made false filings to the City about it; they have falsely represented to us that required State disclosures about the building are optional; they have falsely represented to us that rent control was not in effect in 2022; they gave us an intentionally hand-altered, diminished copy of our Tenant Rights Form; they have never been in compliance with major sections of the rent stabilization ordinance; and now, they would have us believe that, after more than a decade of continuous, amicable, at-will tenancy, it is merely a coincidence that they are trying to force us to vacate within months of our first protected complaint under the Rent Control Ordinance. That is not a coincidence; it is retaliation. The landlords have decided they do not need to follow the City's rental regulations, and they are seeking to silence our complaints about it by trying to force us out of our longtime home.

Once you have reviewed these facts, we hope you ensure that our landlords cease their retaliation and come into compliance with the Rent Control Ordinance. Portland voters, including many other at-will tenants, deeply value this Ordinance as shown in our consistent upholding of it at the polls against repeated challenges, and we are counting on you to enforce it. We caution, however, that landlords' merely paying fines to the City in cases of retaliation will not help us tenants directly, and if landlords get the message that violating tenants' rights in this way, effectively side-stepping the Rent Control Ordinance in practice, is just an additional cost of doing business (to be paid for by tenants' rent, of course), then is rent control truly a reality in Portland? Revoking offending landlords' ability to conduct rental operations in the City may therefore be a more appropriate consequence.

Sincerely,
Jaime Devins and Evan Long

Attachments

The attachments listed below have been included on the following pages:

- [Attachment A](#): September 2012, original lease for 44 Dirigo Street
- [Attachment B](#): October 2023, incomplete/legally void signed rent increase form, partially whited-out and unsigned versions of the Tenant Rights Form, and other forms from Julie
- [Attachment C](#): May 2024 screenshots of LTR registration of 44 Dirigo Street on City website showing \$1450.00 registered as base rent
- [Attachment D](#): 2020-2024 rent receipts in the form of bank deposit tickets
- [Attachment E](#): May 2022 e-mail from Julie to Jaime, improper/legally void notice of rent increase
- [Attachment F](#): July 2018 e-mail from Julie to Jaime stating she would be happy for Jaime and Evan to stay for another year
- [Attachment G](#): May/June 2022 e-mail from Jaime to Julie approving rent increase, declining lease
- [Attachment H](#): October 2023 text message from Julie to Jaime giving improper notice of rent increase
- [Attachment I](#): November 2023 text message from Julie to Jaime asking if forms have been signed yet
- [Attachment J](#): November 2023 e-mail from Jaime to Julie mentioning missing required forms
- [Attachment K](#): November 2023 e-mail from Jaime to Jim mentioning missing forms and communication difficulties with Julie
- [Attachment M](#): November 2023 text from Julie to Jaime about meeting to go over forms
- [Attachment N](#): November 2023 short e-mail from Jaime to Julie requesting that forms be signed and dropped off
- [Attachment O](#): May 31, 2024 Notice to Vacate signed by Jim to Jaime and Evan
- [Attachment P](#): November 19, 2023 e-mail from Julie to Jaime, "I do want to get this done"
- [Attachment Q](#): December 5, 2023 text from Julie "I have been very sick," waiting on city info
- [Attachment R](#): December 28, 2023 water shut-off payment receipt, later voided after someone else paid the bill before the check was cashed
- [Attachment S](#): May 2024, second water shut-off bill
- [Attachment T](#): May 2024 texts about water shut-off, "oh goodness"

- [Attachment U](#): May 2024 e-mail from Jim accompanying Notice to Vacate re: "reacquiring the apartment"
- [Attachment V](#): September 2019 e-mails from Jim regarding accommodations during repairs
- [Attachment W](#): 2017 emails regarding November 1 lease versus June 1 or September 1 lease
- [Attachment X](#): unanswered 2021 text from Jaime to Jim about mouse infestation
- [Attachment Y](#): 2012 e-mails to and from Jim about broken windows, never repaired

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MAINE CONSUMER LAW GUIDE

1. PARTIES TO THIS LEASE
The parties to the lease are:

LANDLORD
Name JAMES LANNON
Address 44 Dirigo St
Portland 04102
Telephone 332-3429

TENANT
Name Jane Devins
Address 44 Dirigo St. #2
Portland, Maine 04102
Telephone 802 318-0927

Name Even Long
Address Same
92
Telephone above

2. MANAGING AGENT
If the landlord employs an agent to manage this residence, the agent is:
Name n/a
Address _____
Telephone _____

3. RESIDENCE LOCATION
This residence is a house 44, apartment 2, mobile home _____ (check one).
It is located at: _____
ME (Zip): 04102
Floor: 2 Apartment number: 2

4. LENGTH OF LEASE
A. Initial Rental Period. The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1st day of Sept 2012 at noon.

18 -4

- B. *Extended Stay.* If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party at least 30-days written notice. This notice must expire on or after the date through which rent has been paid. The first month's rent of this Extended Stay lease is due **on the day after** the Initial Rental Period (paragraph A) ends.
- C. *No Extended Stay.* The landlord can refuse to allow the tenant to become a month-to-month tenant at the end of the lease. To do so he must so inform the tenant at least 30 days before the end of the initial Rental Period (paragraph A). The tenant must then leave the residence no later than the last day of the Initial Rental Period.

5. RENT PAYMENTS

- A. *Rental Amount.* The rent for this residence is \$ 950 a month. The tenant shall pay the rent for each month on the 15th day of that month. If there are charges in addition to this rent they are listed below in paragraph C.
- B. *Paying the Rent.* The rent should be paid to: JAMESOR JULIE LANNON. The landlord can assess a penalty of 4% (up to 4%) of the monthly rent once payment is 15 or more days late.
- C. *Additional Charges.* In addition to the monthly rent, the tenant also agrees to pay the landlord the following charges (describe the reason for the charge, the amount, and when it should be paid):

N/A

6. SECURITY DEPOSIT

- A. *Amount of Security Deposit.* The tenant has paid the landlord \$ 950 as a Security Deposit. The Security Deposit is in addition to rental payments and should not be substituted by the tenant for unpaid rent. The landlord will hold the Security Deposit until the end of the residency. The Security Deposit remains the tenant's money. The landlord will keep the Security Deposit separate from the landlord's own money. The landlord will not require a Security Deposit of more than two months rent.
- B. *Return of the Security Deposit.* This Security Deposit may be used by the landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent, storing and disposing of unclaimed property, or utility charges the tenant owes to the landlord. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The landlord will return the entire Security Deposit to the tenant at the end of the lease if the following conditions are met:

- (1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the tenant, the tenant's family, invitees or guests;
- (2) The tenant does not owe any rent or utility charges which the tenant was required to pay directly to the landlord; and
- (3) The tenant has not caused the landlord expenses for storage and disposing of unclaimed property.

If the landlord deducts money from the tenant's Security Deposit, the landlord will provide the tenant a list of the items for which the tenant is being charged and return to the tenant the balance of the Security Deposit.

The landlord will return the Security Deposit, or the remaining balance, to the tenant no more than thirty (30) days after the tenancy ends.

7. MOVING IN

If the residence is not ready to move into on the day the rental period begins (see Section 4, "LENGTH OF LEASE"), the tenant may cancel the lease and receive a full refund. If the tenant chooses to wait until the residence is ready, then the rental period will begin with the first day the tenant moves in and the first month's rent payments will be proportionately reduced.

8. SERVICES PROVIDED BY THE LANDLORD

Utilities and services shall be paid by the parties as follows (check one):

UTILITIES / SERVICES	LANDLORD	TENANT
Electricity	☐	☐
Heating Oil	☐	☐
Natural Gas	☐	☐
Sewerage	☒	☐
Trash Removal	☐	☐
Yard Maintenance	☐	☐
Snow Removal	☐	☐
Air Conditioning	☐	☐
Hot Water	☐	☐
Cold Water	☒	☐
Telephone	☐	☐
Cable Television	☐	☐

The landlord will also provide the following services:

9. TENANT RESIDENTIAL RESPONSIBILITIES

- A. *Use Only as a Residence.* The tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the landlord's ability to obtain fire or liability insurance. The total number of persons residing in this residence cannot exceed 2.
- B. *Damage.* The tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the tenant, the tenant's family, invitees or guests shall be repaired by the tenant at the tenant's expense. Upon the tenant's failure to make such repairs the landlord, after reasonable written notice to the tenant, may make the repairs and the tenant shall be responsible to the landlord for their reasonable cost.
- C. *Alterations.* No alteration, addition or improvement to the residence shall be made by the tenant without the prior written consent by the landlord.

10. LANDLORD RESIDENTIAL RESPONSIBILITIES

- A. *Legal Use Of The Residence.* The landlord agrees not to interfere with the tenant's legal use of the residence.
- B. *Residence Must Be Fit To Live In.* The landlord promises that the residence: (1) complies with applicable housing codes; (2) is fit to live in; and (3) is not dangerous to the life, health or safety of the occupants. The landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in and to meet all applicable housing code requirements. The landlord is not responsible for this promise if the residence becomes unfit to live in due to the tenant's misconduct or the misconduct of the tenant's family, invitees, or guests. Prior to the tenant entering into this lease, the landlord agrees to provide the tenant with both the federal lead-based paint hazard notice and brochure, unless the housing is specifically exempt from this requirement.
- C. *Tenant's Rights If The Landlord Fails To Provide Services*
- (1) *Unsafe conditions.* If there are conditions in the residence that threaten health or safety, state law allows the tenant to withhold rent and to use it to make minor repairs to the unsafe conditions or to purchase fuel oil during the heating season. Except in an emergency, before withholding rent the tenant must first provide 14 days prior written notice to the landlord and meet other Maine statutory requirements. The tenant cannot withhold more than \$250 or one half of the monthly rent, whichever is the greater. This state law does not apply if the residence is in a building of 5 or less residences, one of which is occupied by the landlord.
 - (2) *Failure to provide utilities.* If the landlord fails to provide electric, gas, water or telephone utilities as agreed to in Section 8 of this lease, State law allows the tenant to pay for these utilities and deduct the amount paid from the rent due.
 - (3) *Unlivable conditions.* If, through no fault of the tenant, the residence is so damaged that it cannot be lived in and because of the damage the tenant moves out, the tenant will not be liable for rent from the day of the damage and may cancel the lease on 3 days notice.

11. LANDLORD ENTRY INTO THE RESIDENCE

Except for emergencies, the landlord may enter the apartment only during reasonable hours and after obtaining the tenant's consent at least 24 hours in advance. The tenant may not unreasonably withhold consent to the landlord to enter the residence.

12. BUILDING RULES

The tenant agrees to obey all building rules describing tenant conduct and responsibilities. A written copy of these rules shall be given to the tenant when the tenant signs this lease. The landlord may make reasonable additions or changes to these rules, upon adequate notice to the tenant.

13. DISTURBING THE PEACE

The tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants in the building or violates any state law or local ordinance. The landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the tenant's peace and quiet.

14. EVICTION FOR VIOLATIONS OF LEASE

A. *Notice of Violation.* Serious or repeated violations of the terms of this lease can result in termination of the lease and eviction of the tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a tenant (see paragraph C), if the tenant does not live up to the terms of this lease the following will occur:

- (1) The landlord will deliver to the tenant a written notice describing the violation and demanding that the tenant cease the lease violation within 10 days of delivery of the notice.
- (2) If the tenant does not comply within that 10-day period, the landlord will deliver to the tenant a second written notice that the lease will end within 30 days. On that day, the lease term automatically terminates and the tenant will leave the residence and return the keys to the landlord.

B. *Eviction for Failure to Pay Rent.* If the tenant is 14 days or more late in paying the rent the landlord may send a notice that states that the lease will end in 7 days, unless the tenant pays all overdue rent or late charges before that 7 day period ends. If the tenant fails to pay the rent, the lease term automatically terminates and the tenant will leave the residence and return the keys to the landlord.

C. *Eviction For Dangerous Acts.* If the tenant's actions pose an immediate threat to the health or safety of other residents or the landlord or the landlord's employees, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

D. *Notice of Termination.* The landlord must notify the tenant in writing when the lease is terminated. This notice must:

- (1) State the reasons for termination with enough specificity to allow the tenant to prepare a defense;
- (2) Advise the tenant that if a judicial proceeding for eviction is commenced, the tenant has the right to present a defense in that proceeding; and
- (3) Be served on the tenant by sending a prepaid first class properly addressed letter (return receipt requested) to the tenant at the residence or by delivering a copy of the notice to the residence.

- E. *Forcible Eviction.* The landlord will not physically force the tenant out by removing the tenant's possessions or by changing the lock on the tenant's door or by any other method. The tenant can be forcibly removed from the residence only by a law enforcement officer after a Maine Court has ordered eviction. The tenant will be given prior notice of the court eviction hearing and will have a chance to testify. Only after this hearing can the court order the tenant's forcible eviction.

15. NOTIFYING THE LANDLORD OR TENANT

- A. *Notices to the tenant.* Unless otherwise required in this lease or by law, any notice from the landlord to the tenant will be valid only if:
- (1) it is in writing; and
 - (2) it is addressed to the tenant at the residence and personally delivered to the tenant's residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.
- B. *Notices to the landlord.* Unless otherwise required in this lease or by law, the tenant will give all required notices to the landlord in writing, delivered personally or sent by mail to the landlord or, if appropriate, to the landlord's managing agent at the address given in this lease. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

16. ABANDONED PROPERTY

The landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property statutes.

17. SUBLEASING

The tenant agrees not to sublease or assign this residence without the prior written consent of the landlord. Consent will not be withheld except for good reason.

18. OCCUPANTS

The residents listed below shall be the sole occupants of the leased premises:

JAIME DEVINS
EVAN LONG

19. PETS

The tenant may _____ may not ☒ (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED

Prior to signing this lease the landlord and the tenant did ☒ did not _____ (check one) inspect together the residence. If they did inspect the residence, their findings were as follows:

MAINE CONSUMER LAW GUIDE

A. *Residence defects.* The following substantial defects were observed:

B. *Landlord work or repairs.* The following work or repairs to be done by the landlord were agreed upon:

C. *Tenant work or repairs.* The following work or repairs to be done by the tenant were agreed upon (indicate whether tenant or landlord is responsible for the expense):

D. *Conditions that will remain unchanged.* The following residential conditions were agreed would remain unchanged:

21. WHEN THE LEASE ENDS

When the lease ends, the tenant agrees to return the residence in the same condition as it was at the start of the lease, except for normal wear and tear and except for those inspection items which were noted in Section 20 of this lease and not repaired. The tenant will have to pay for damage to the residence only if the damage was caused by the tenant or the tenant's family, invitees or guests. The tenant must return the keys to the residence or else the tenant can be considered a "hold-over" tenant and still obligated to pay monthly rent.

22. OTHER AGREEMENTS

The landlord and the tenant also agree to the following:

23. CONFLICT WITH STATE LAW

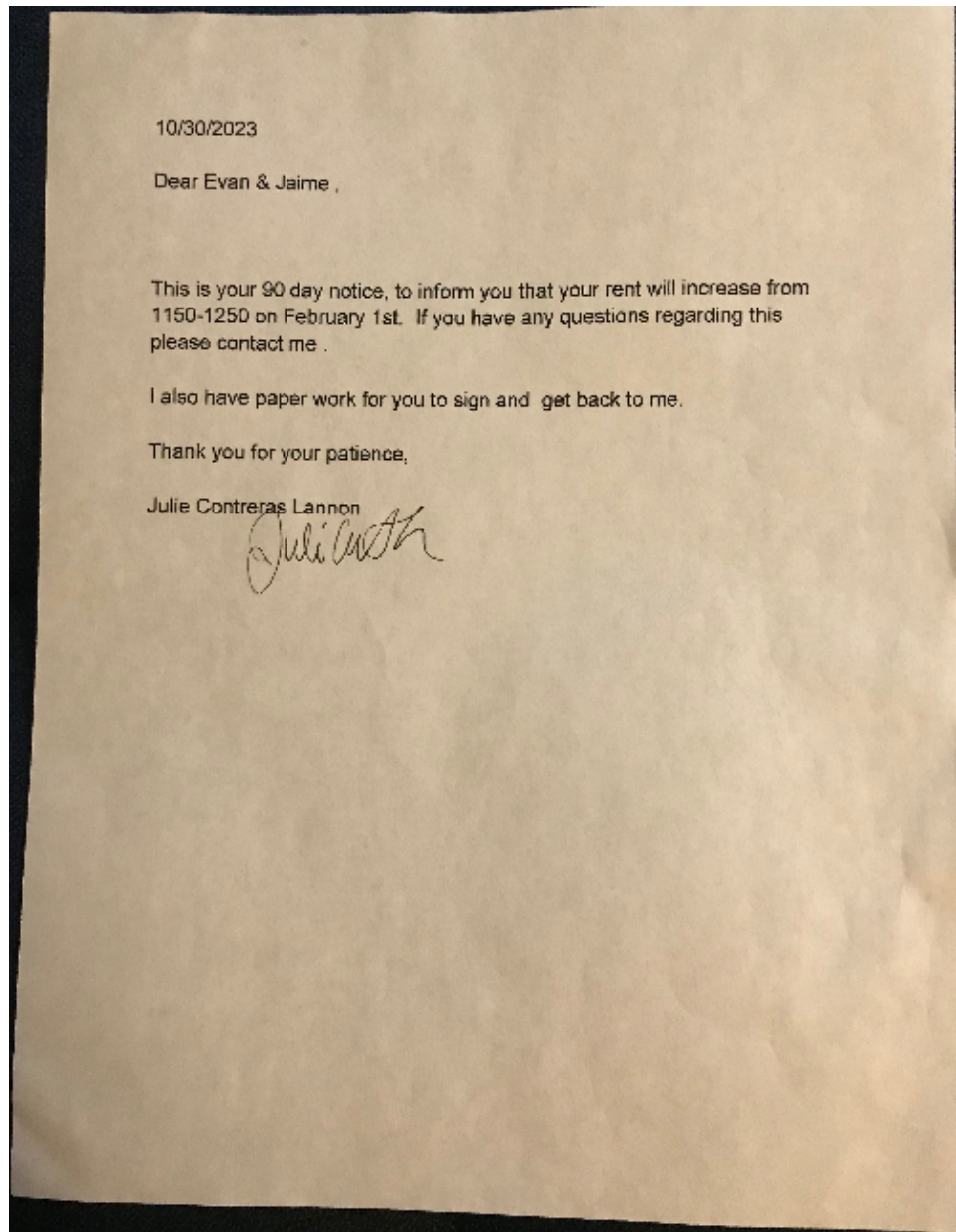
If any provision of this lease conflicts with state law, then state law shall take precedence.

24. SIGNATURES

The tenant and landlord have each received identical copies of the lease, each copy signed and dated by both landlord and tenant.

8/20/12	<i>Emilay</i>
(date)	(tenant)
8/20/12	<i>Timie R. Der</i>
(date)	(tenant)
8/20/12	<i>Shum</i>
(date)	(landlord)

Attachment B: October 2023, incomplete/legally void signed rent increase form, partially whited-out and unsigned versions of the Tenant Rights Form, and other forms from Julie



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 [Pete Uno 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 75 days in advance. That notice must include the date the tenancy began, the date of the rent increase, and the reasons for the rent increase. Rent may only be increased for certain reasons and by certain amounts, such as the increase in the Consumer Price Index, certain increases in taxes, where there is a new tenant, or if a landlord requests special permission from the Rent Board. A landlord may never raise the rent more than 10% in one year.

Tenants at Will

When a tenant rents a housing unit without a written lease, the tenant is a "tenant at will". Unless the unit is exempt, for tenants at will, landlords must typically provide at least 90 days written notice to tenants before they must move out. If a landlord provides \$300.00 reimbursement to the tenant, tenants-at-will may be determined by notice at least 60 days before they must move out. If \$1,000.00 in reimbursement is provided, tenants-at-will may be determined 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 evict a tenant at will 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 unsafe or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; and (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. 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 housing.safety@portland.maine.gov or 207-756-8131.
Revised March 2021

Required Forms & Informational Material

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

● The City of Portland Rental Housing Rights Document opposite page

● Energy Efficiency Disclosure N/A None to disclose

● Lead Paint Pamphlet - "Protect Your Family From Lead in Your Home"
<https://www.epa.gov/lead/protect-your-family-lead-paint-form>

● Lead Based Paint Disclosure Form

N/A to Disclose

● Smoking Policy Disclosure (To be drafted by the landlord)

● Radon in Rental Housing Pamphlet

<https://www.maine.gov/dhs/ehs/radon/rental-housing-radon-disclosure-document/2019sheet11.pdf>

● Radon Disclosure

N/A to Disclose

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

Landlord <u>Julia Contreras-Lannon</u>	Date
Tenant	Date
Tenant	Date
Tenant	Date

SAMPLE SMOKING POLICY DISCLOSURE FORM

The Maine Smoking Policy Awareness Law (Public Law 2011, chapter 199) requires that landlords disclose the "... policy regarding smoking on the premises..."

"Smoking" is defined as carrying or having in one's possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke.

This form provides written disclosure of the smoking policy at (address): _____

The smoking policy for this property is:

☒ Smoking is not allowed on the entire premises:

☐ Smoking is not allowed in:

☐ Inside all units

☐ Inside all common areas, such as hallways or laundry rooms¹

☐ Outside within _____ feet of the building

☐ Outside on porches, patios, and yards adjacent to the units

☐ Other: _____

☐ Smoking is allowed in designated outdoor smoking area, located: _____

☐ Smoking is permitted on the entire premises, excluding indoor common areas²

Acknowledgements:

I have read and understanding the smoking policy described above and agree to comply with the smoking policy at (address): _____

Tenant Printed Name: _____

Tenant Signature: _____

Date: _____

Landlord/Owner's Representative Printed Name: _____

Signature: _____

Date: _____

¹ Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms

² Maine law prohibits smoking in indoor common areas, such as hallways, laundry rooms and recreation rooms

Radon in Rental Housing A Serious Hidden Danger to Family Health

Radon TipSheet #11

September 2011



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires landlords to test all residential rental properties by March 1, 2014, and re-test every 10 years.

Simple air tests can show whether radon levels are safe. Only registered radon testers can conduct a radon test. They will put radon test devices in the building, usually in the basement or in ground floor units. Sometimes they will test units on other floors.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again. **costing time and money for the landlord and tenant.**
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, your landlord must get the problem fixed within six months.

Only registered radon reduction contractors, called radon mitigators, can fix high radon levels in rental housing. Radon mitigators can install the proper system to make sure that your home and all the others in your building, have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working. In addition, landlords must conduct a re-test of the building every 10 years.

Protect your family. Learn. Test. Treat if needed.

- Check this website: www.MaineRadonControl.org
- For advice: **1-800-232-0842** radon.dhhs@maine.gov • TTY: 800-606-0215



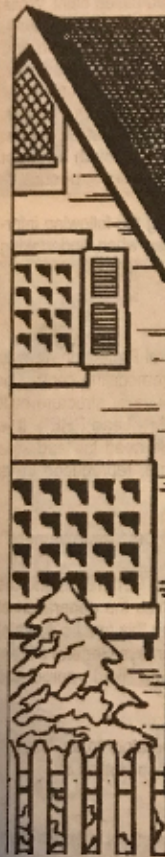


Gire el folleto
para la traducción
en Español.

EPA's

**Protect Your
Family From
Lead In
Your Home
and**

Keep It Clean:
An Insider's Guide To
Lead-Safe Painting
And Home
Improvement



Attachment C: May 2024 screenshots of LTR registration of 44 Dirigo Street on City website showing \$1450.00 registered as base rent

Filter Results

All 3

Permit 1

Code Case 1

License 1

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

License Number 20163417

Applied Date 05/02/2024

Period Start Date

License Status In Review

Address 44 DIRIGO ST Portland, ME

Company Type Sole Proprietorship

Business Status Active

DBA Julie Lannon

Closed Date

Company Name

License Type Long Term Housing Registration - Two Family

Expiration Date 01/01/2999

Industry Classification

Main Parcel 188 A009001

Opened Date 02/17/2016

Last Audit Date

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

Code Case Number LTR1800746

Type Long Term Residential

Opened Date 08/20/2018

Address 44 DIRIGO ST Portland, ME

Main Parcel 188 A009001

Status 2nd Request to Inspect

Project Name

Closed Date

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

Permit Number HIP2022-01350

Type Solid Waste - Bulky Item Pickup

Project Name

Status Complete

Main Parcel 188 A009001

Address 44 DIRIGO ST Portland, Maine 04102

Applied Date 09/11/2022

Issued Date 09/13/2022

Expiration Date

Finalized Date 09/13/2022

Results per page 10 1 - 3 of 3 << < 1 > >>

Julie Lannon

[License Details](#) | [Tab Elements](#) | [Main Menu](#)

License Details

License Type: Long Term Housing Registration - Two Family

District: N/A

Applied Date: 05/02/2024

Account Number:

Issued By:

Period Start Date:

Status: In Review

Expiration Date: 01/01/2999

Description:

Business

Locations

Fees

Attachments

Contacts

More Info

[More Info](#) | [First Tab](#) | [License Details](#) | [Main Menu](#)

More Info

Details

Number of Rental Units 1

Top | Main Menu

BL Supplemental Information

Unit Number	Base Rent	Previous Rent	a) Allowable Increas...	b) 5% New Tenancy ...	c) Banl
Need 2024 Forms	\$1,450.00	\$1,400.00			

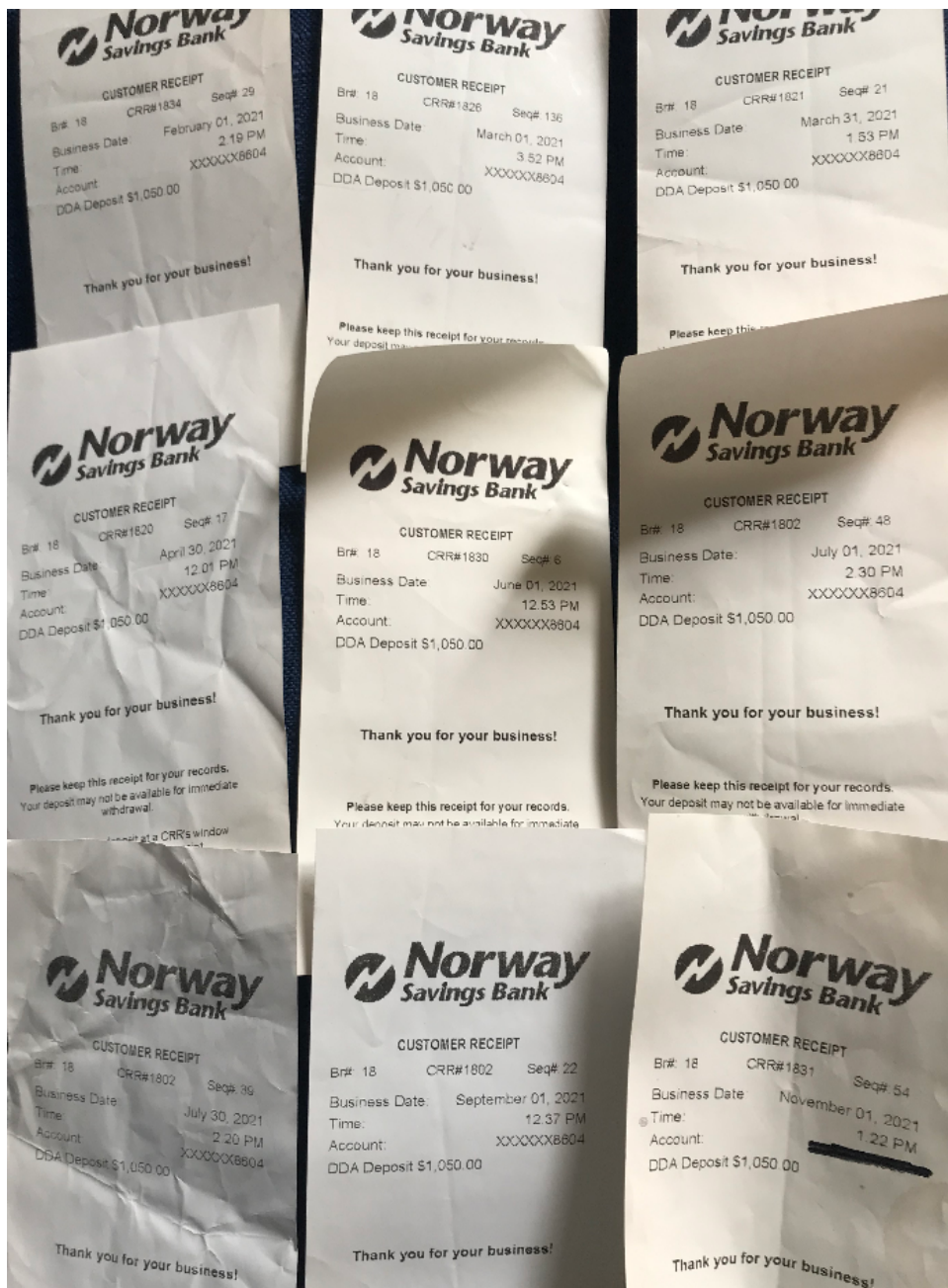
*Notes Previous Rent = Amount of rent as of January 2021 Base Rent = Amount of rent as of June 2020 Current Rent = Amount of rent as of November 2021 Banked Rent = Any increase in rent to which the Landlord was entitled under Sections 6-233 and 6-234, but that was not charged to a Tenant during a particular Rental Year

Assessor's Units 2

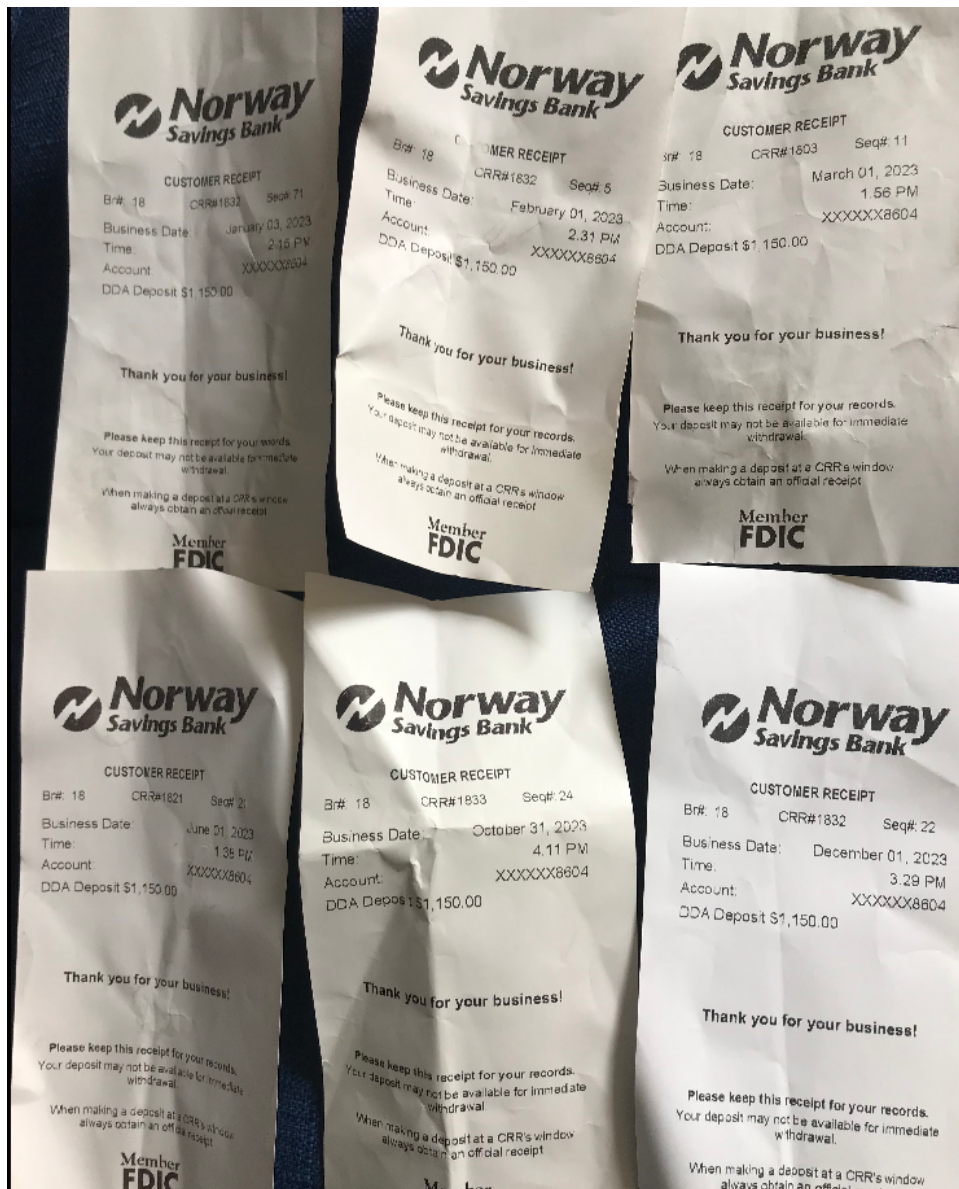
UPCS Units 0

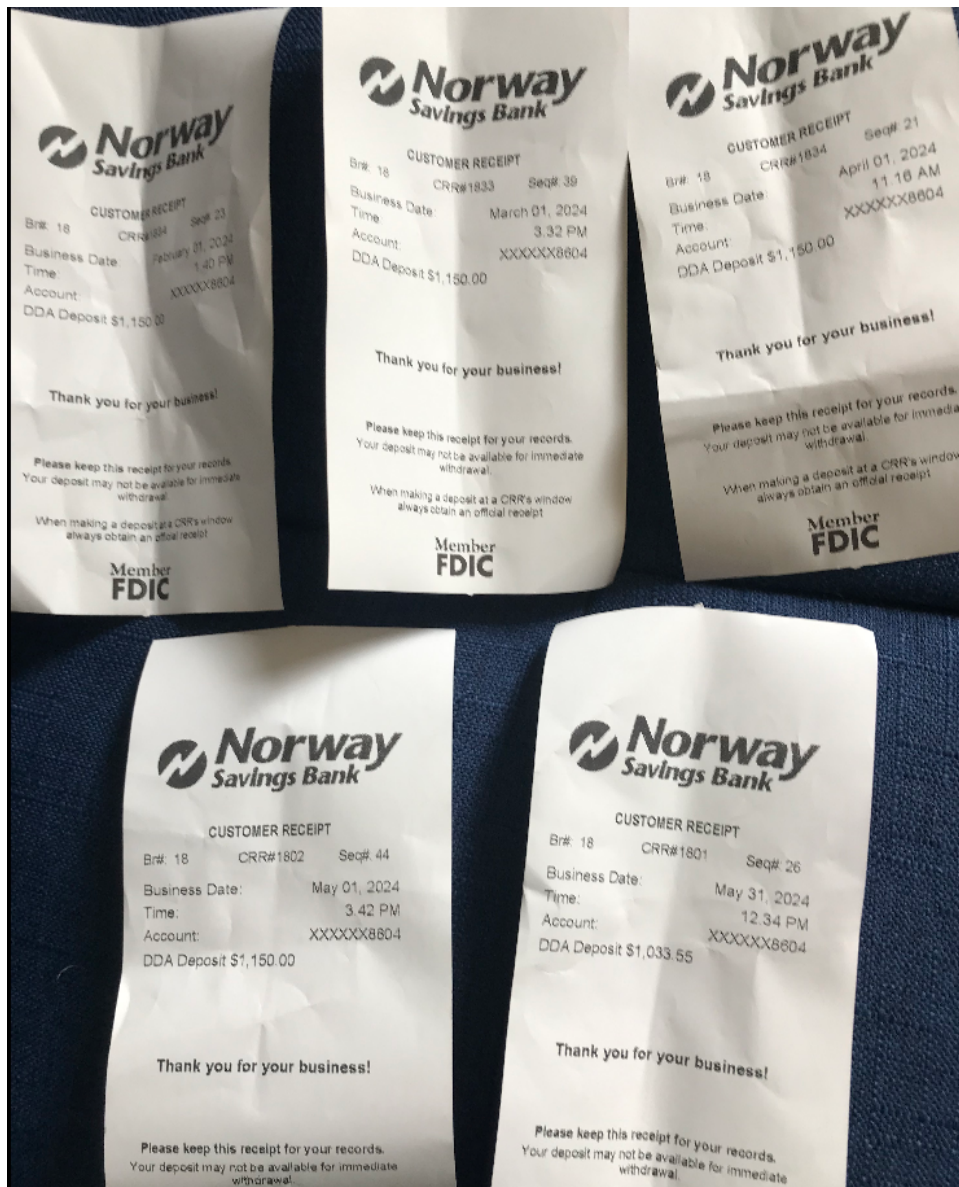
Attachment D: 2020-2024 rent receipts in the form of bank deposit tickets











Attachment E: May 2022 e-mail from Julie to Jaime, improper/legally void notice of rent increase

From: Julie Contreras-Lannon <jeclannon@gmail.com>
Sent: Wednesday, May 25, 2022 10:18 AM
To: Jaime.devins@hotmail.com <Jaime.devins@hotmail.com>
Subject: 44 Dirigo

Hello !

How are you? I wanted to check in and see how you are doing. I also wanted to let you know , due to basically everything going up , we will be increasing your rent in August by \$100. You currently do not have a lease. I am more than happy to draw one up. Let me know your thoughts on this.

Feel free to reach out with any questions and or concerns . We are happy to have you as tenants!

Thank you ,
Julie Contreras - Lannon

Attachment F: July 2018 e-mail from Julie to Jaime stating she would be happy for Jaime and Evan to stay for another year

Checking in

44dirigost@gmail.com <44dirigost@gmail.com>

Sat 7/7/2018 8:54 AM

To:jaime.devins@hotmail.com <jaime.devins@hotmail.com>

Hi Jaime ,

I hope you are enjoying the long anticipated summer! I did see that Jet Video was closing. Will you guys be staying at Dirigo? It's a great time to do a lease if you guys are interested in another for a year ? No rent increase. I would do August - August. Let me know when you have a chance.

It isn't a big deal to me. Please let me know as soon as you can if you are not staying. I may be down there today or tomorrow. Trying to teach my 14 year old lawn work. I am failing miserable!

Enjoy the weather and again thank you ,

Julie Lannon

Attachment G: May/June 2022 e-mail from Jaime to Julie approving rent increase, declining lease

Re: 44 Dirigo

Jaime Devins <jaime.devins@hotmail.com>

Wed 6/1/2022 11:13 AM

To: Julie Contreras-Lannon <jeclannon@gmail.com>

Hi Julie,

Thanks. We are good with the current situation, but we will keep it in mind and let you know.

Jaime and Evan

From: Julie Contreras-Lannon <jeclannon@gmail.com>

Sent: Thursday, May 26, 2022 10:22 PM

To: Jaime Devins <jaime.devins@hotmail.com>

Subject: Re: 44 Dirigo

Awesome are you good with no lease or would you like one?

Let me know !

Thanks !

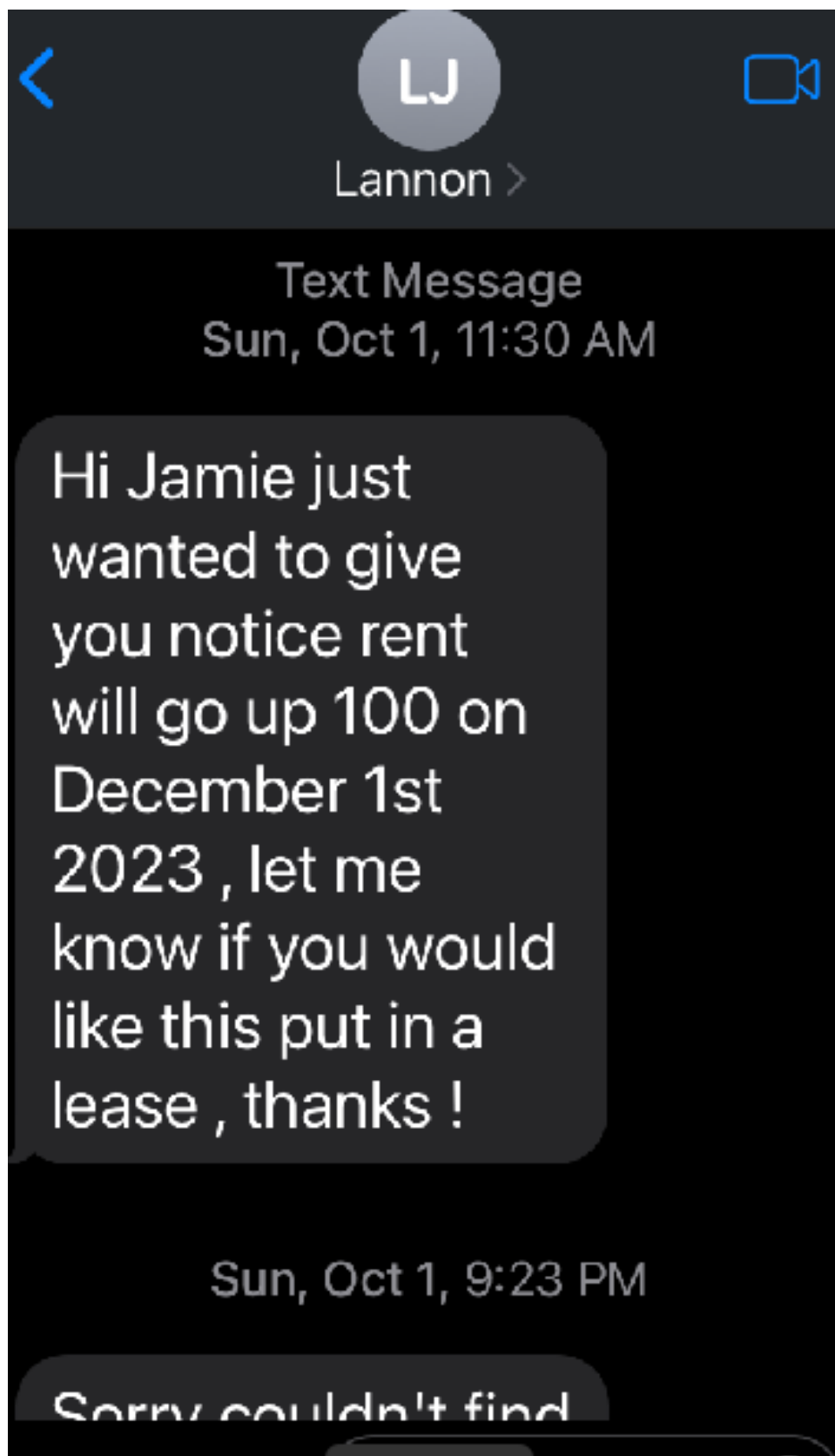
Sent from my iPhone

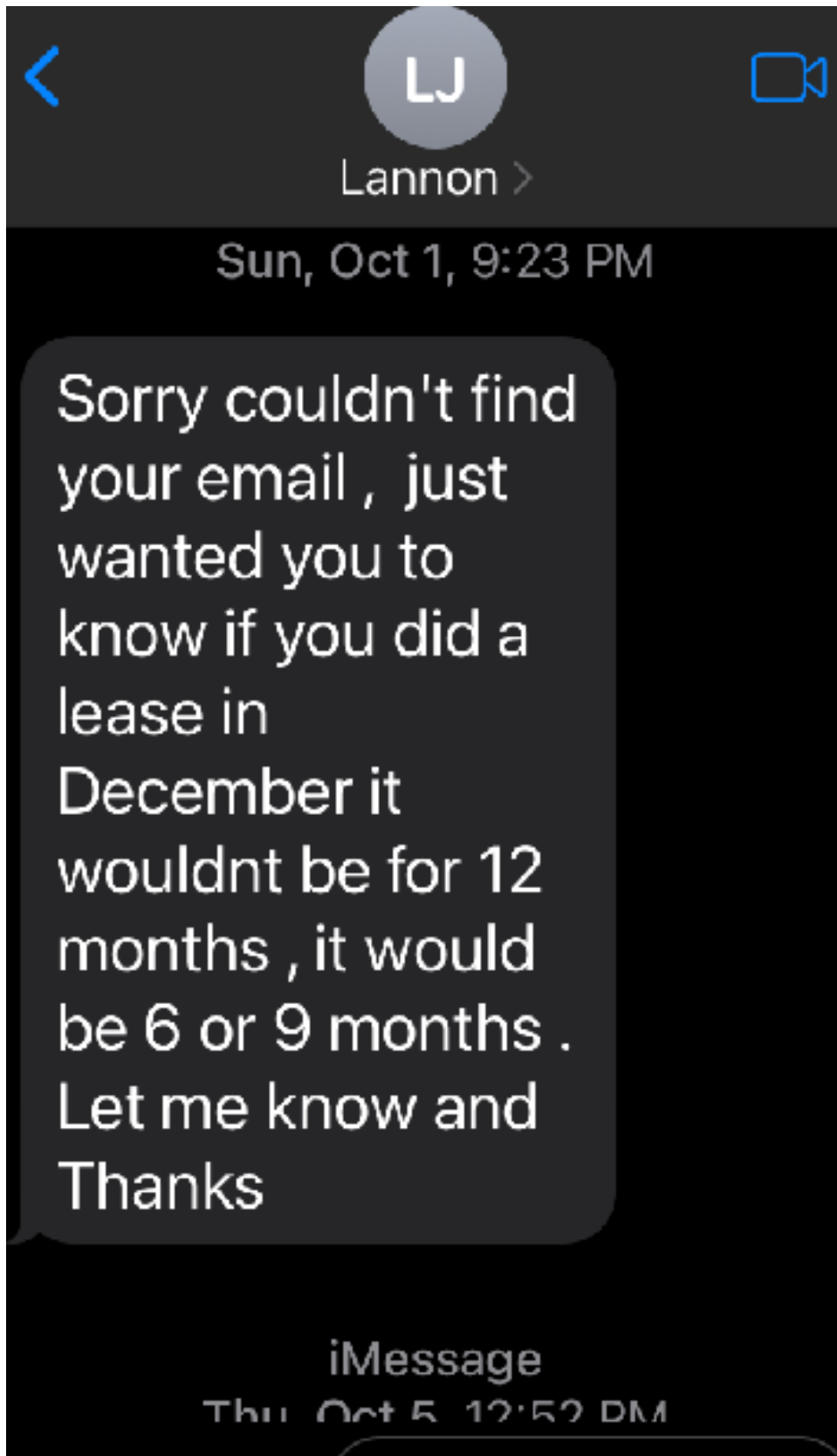
On May 26, 2022, at 1:51 PM, Jaime Devins <jaime.devins@hotmail.com> wrote:

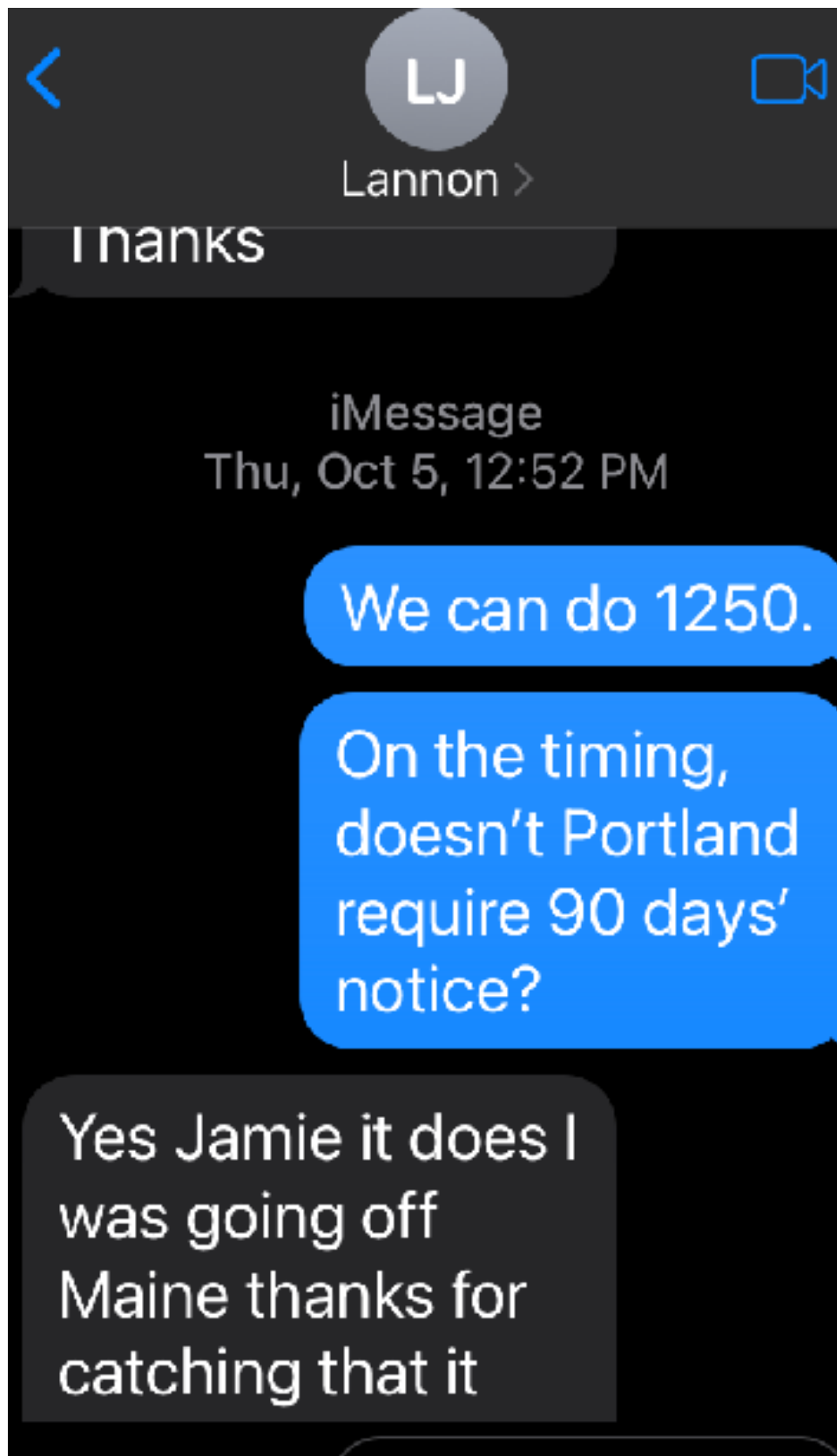
Hi Julie,

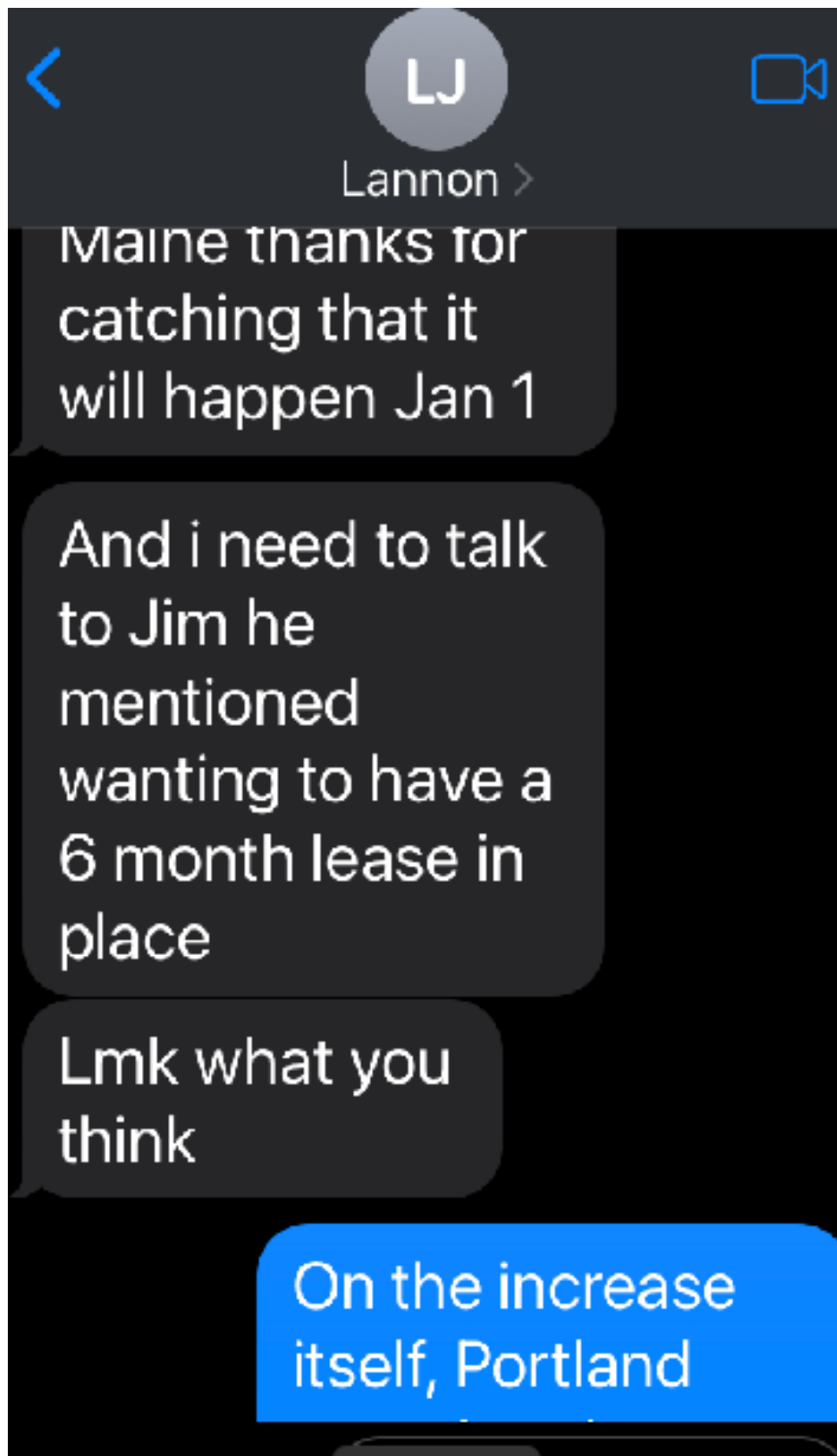
OK to August 1st. We're doing well, hope you are also.

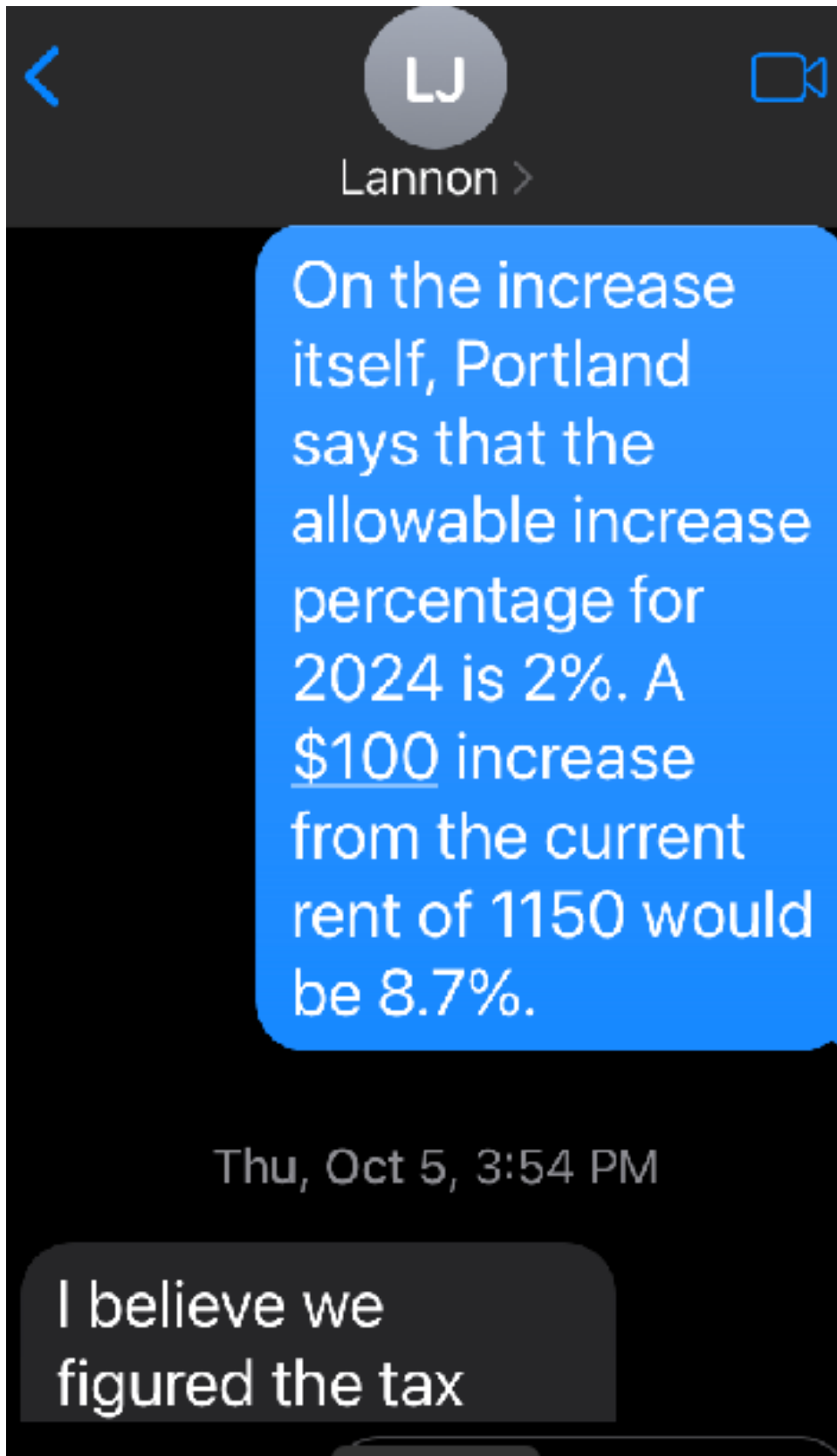
Jaime and Evan

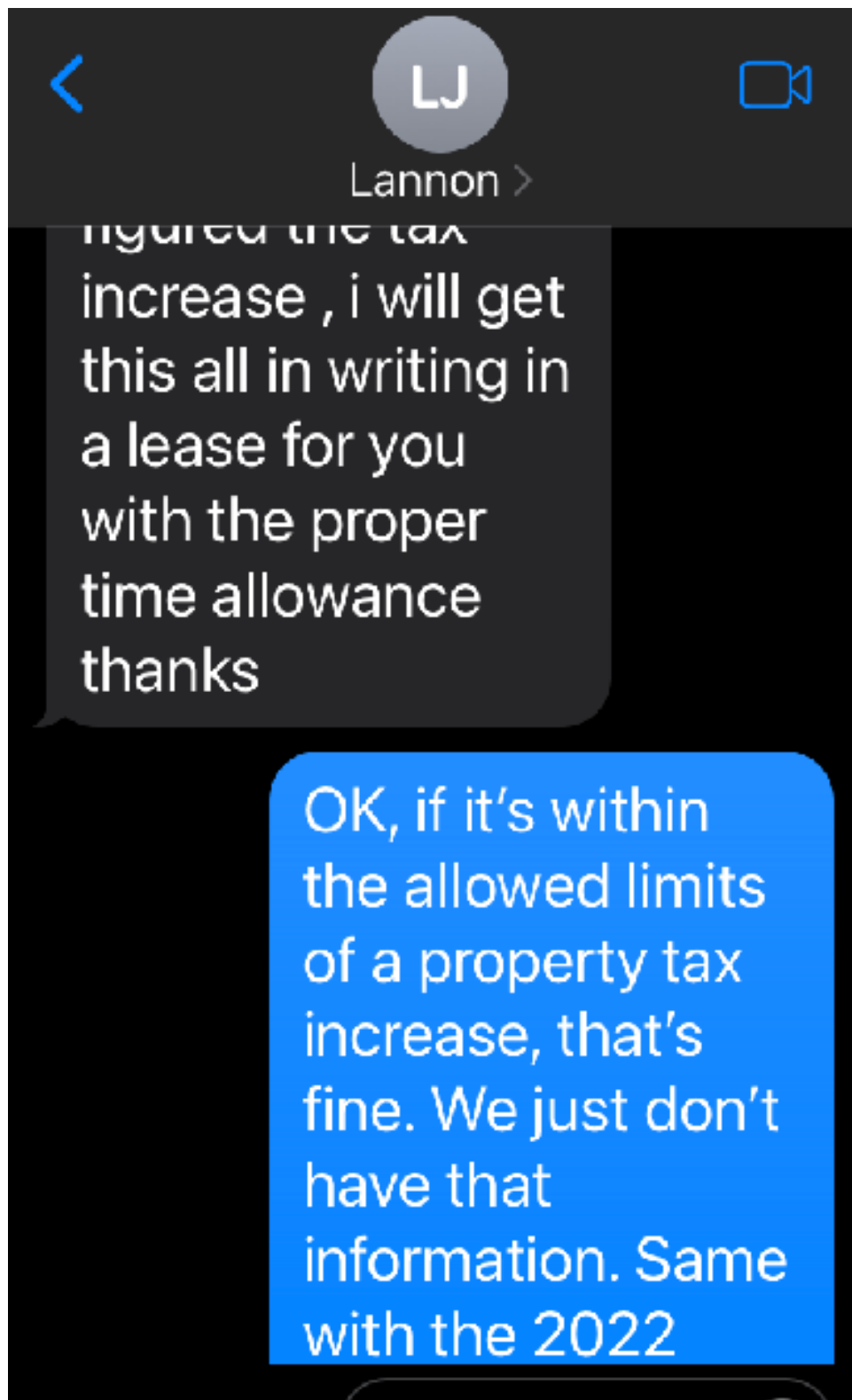


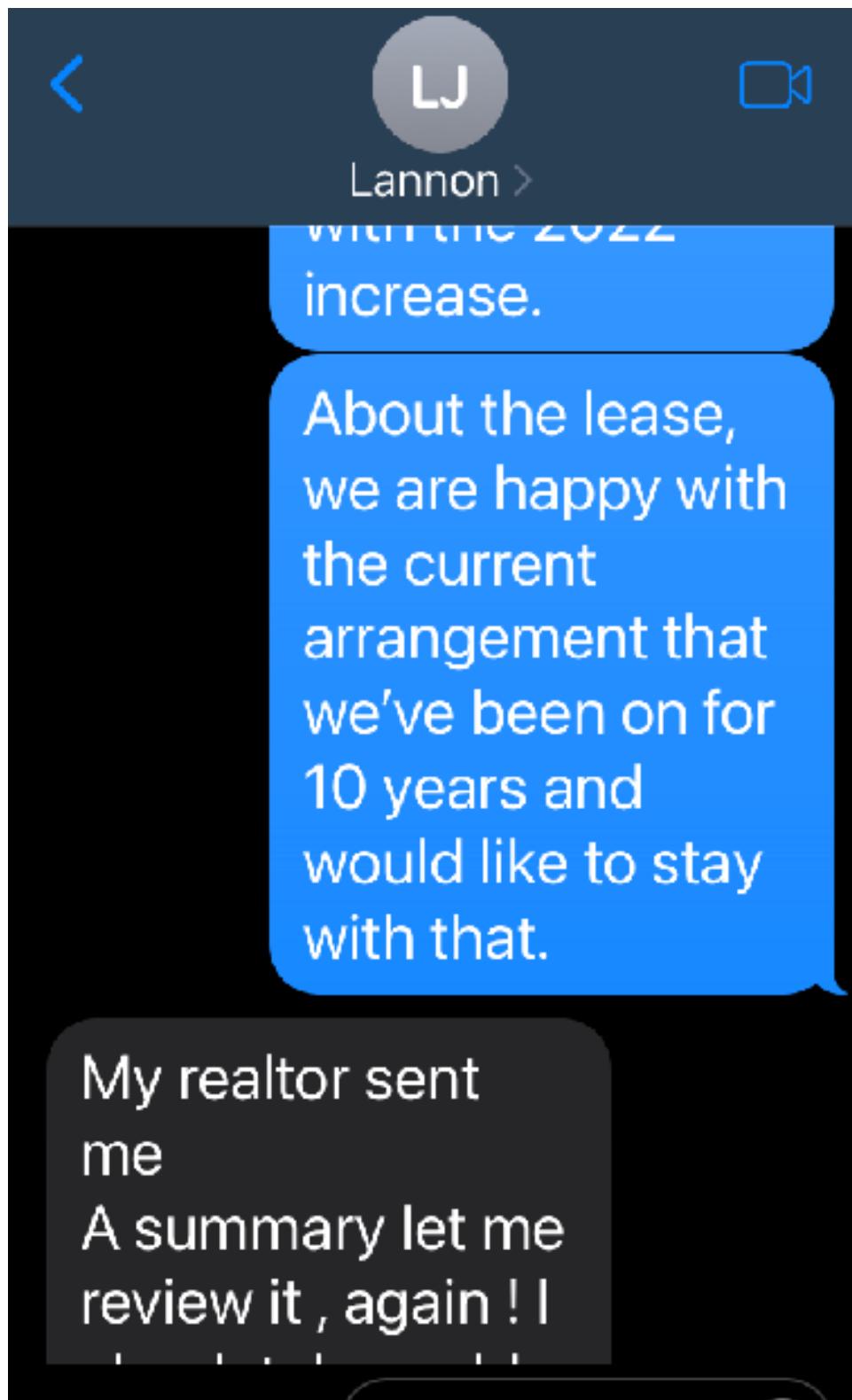


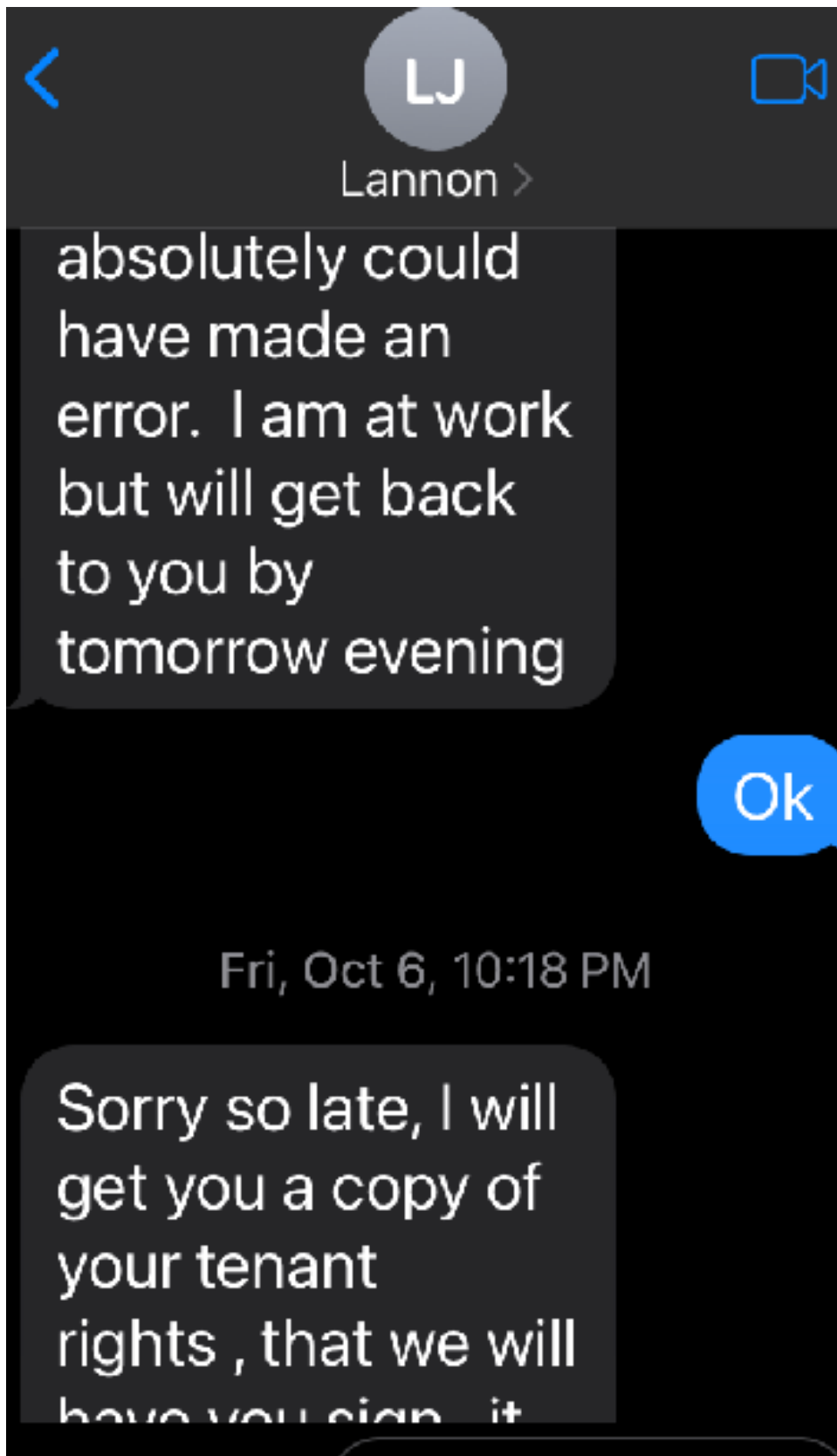


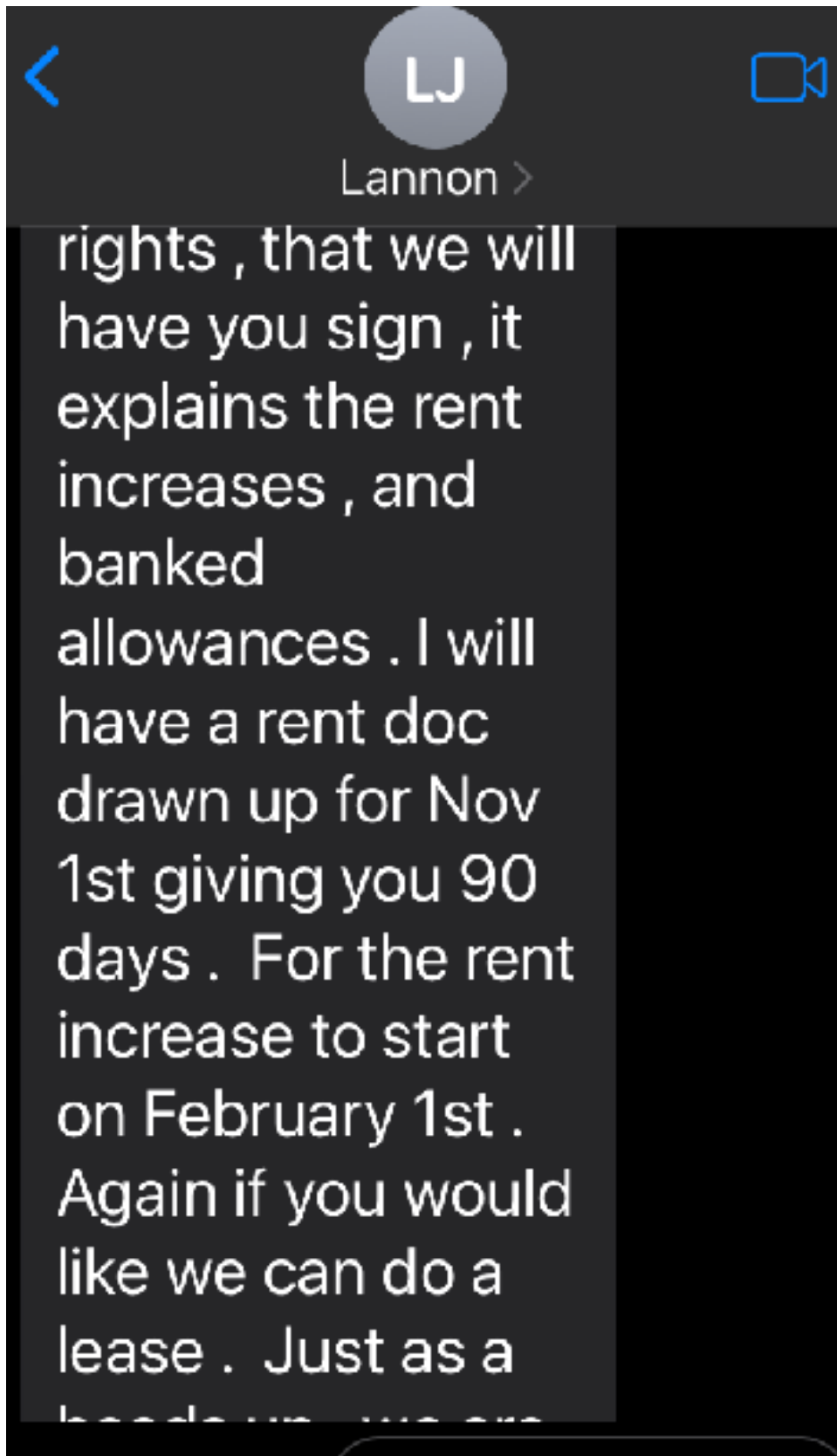


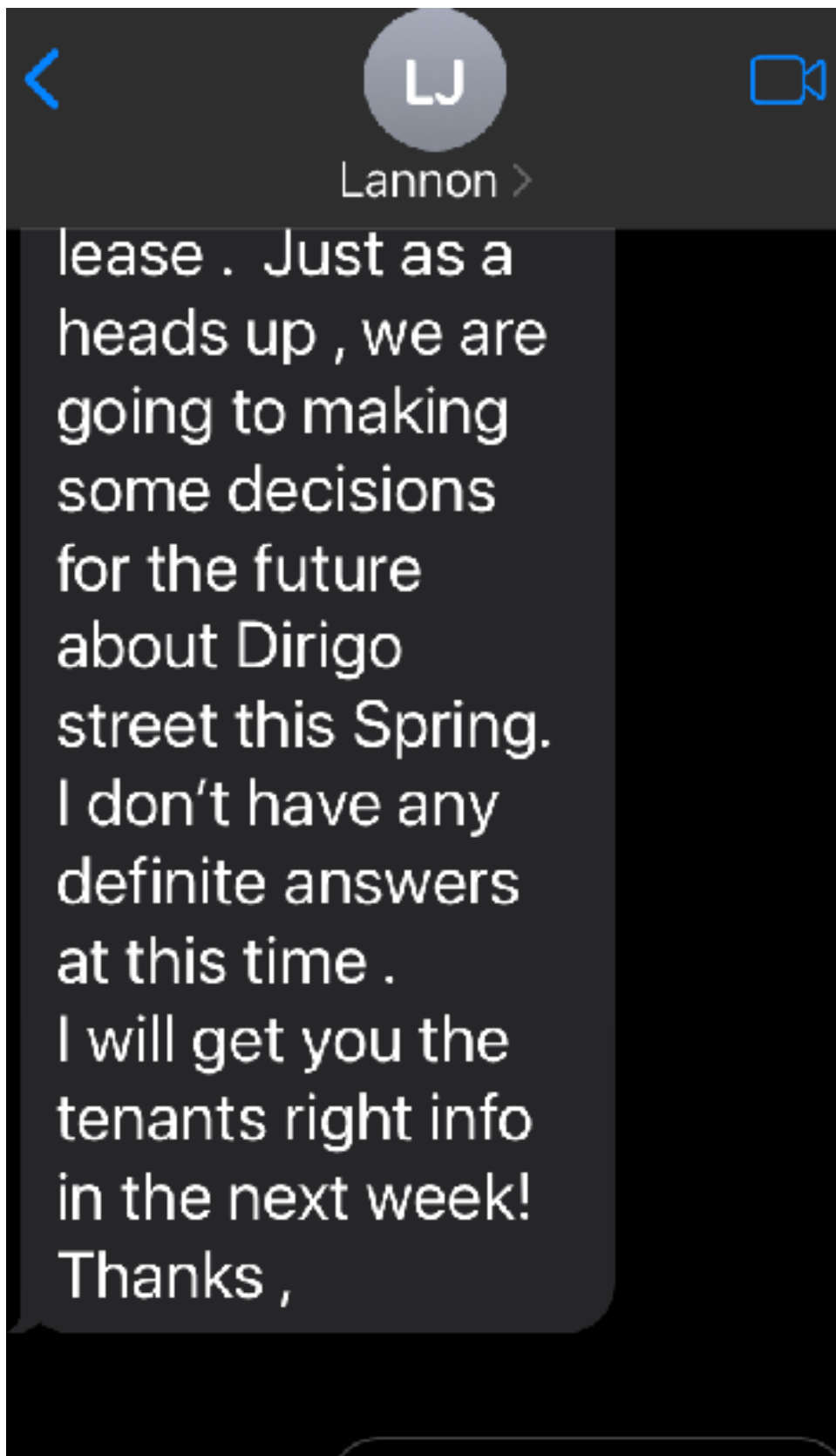


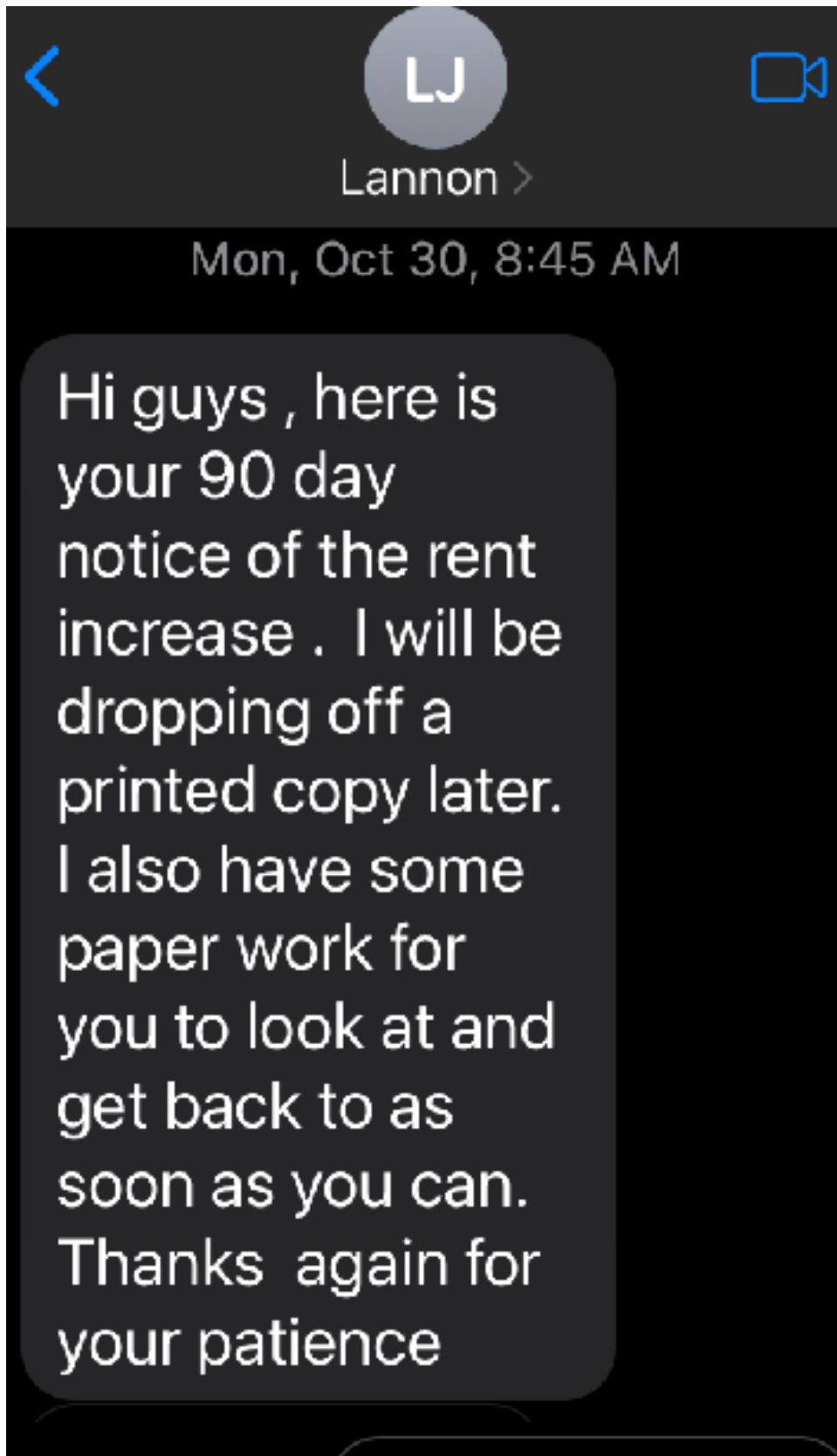


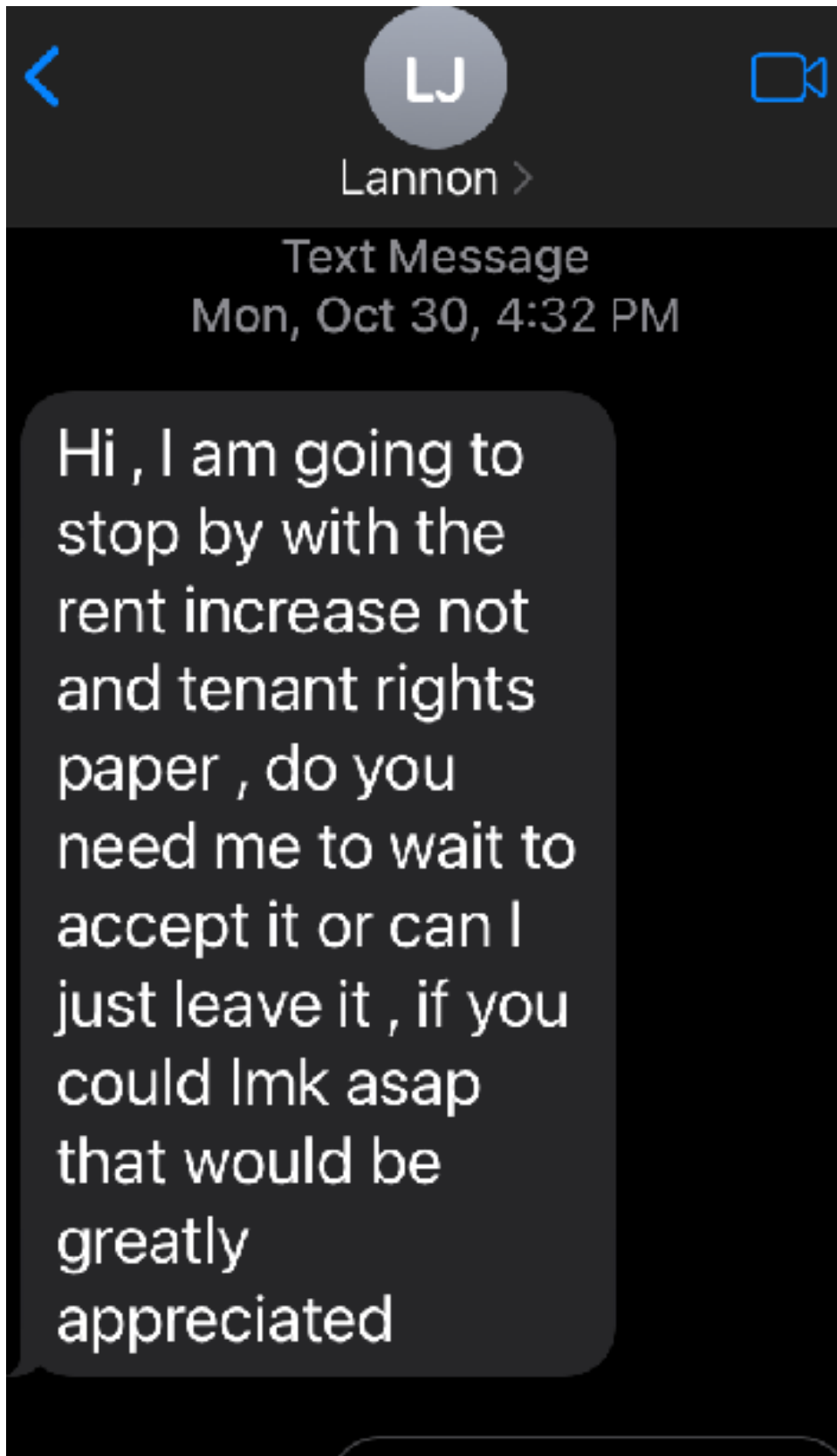


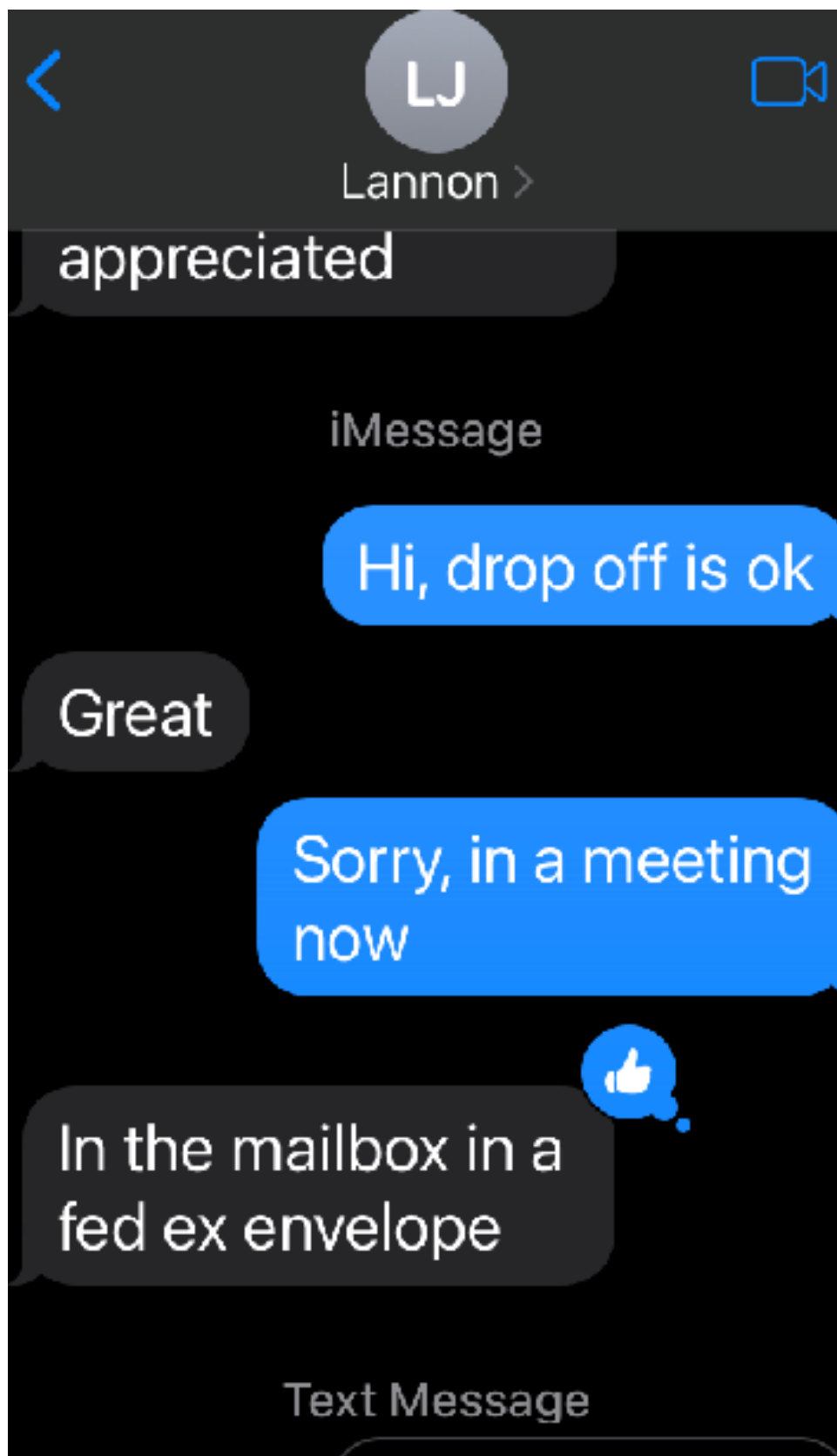




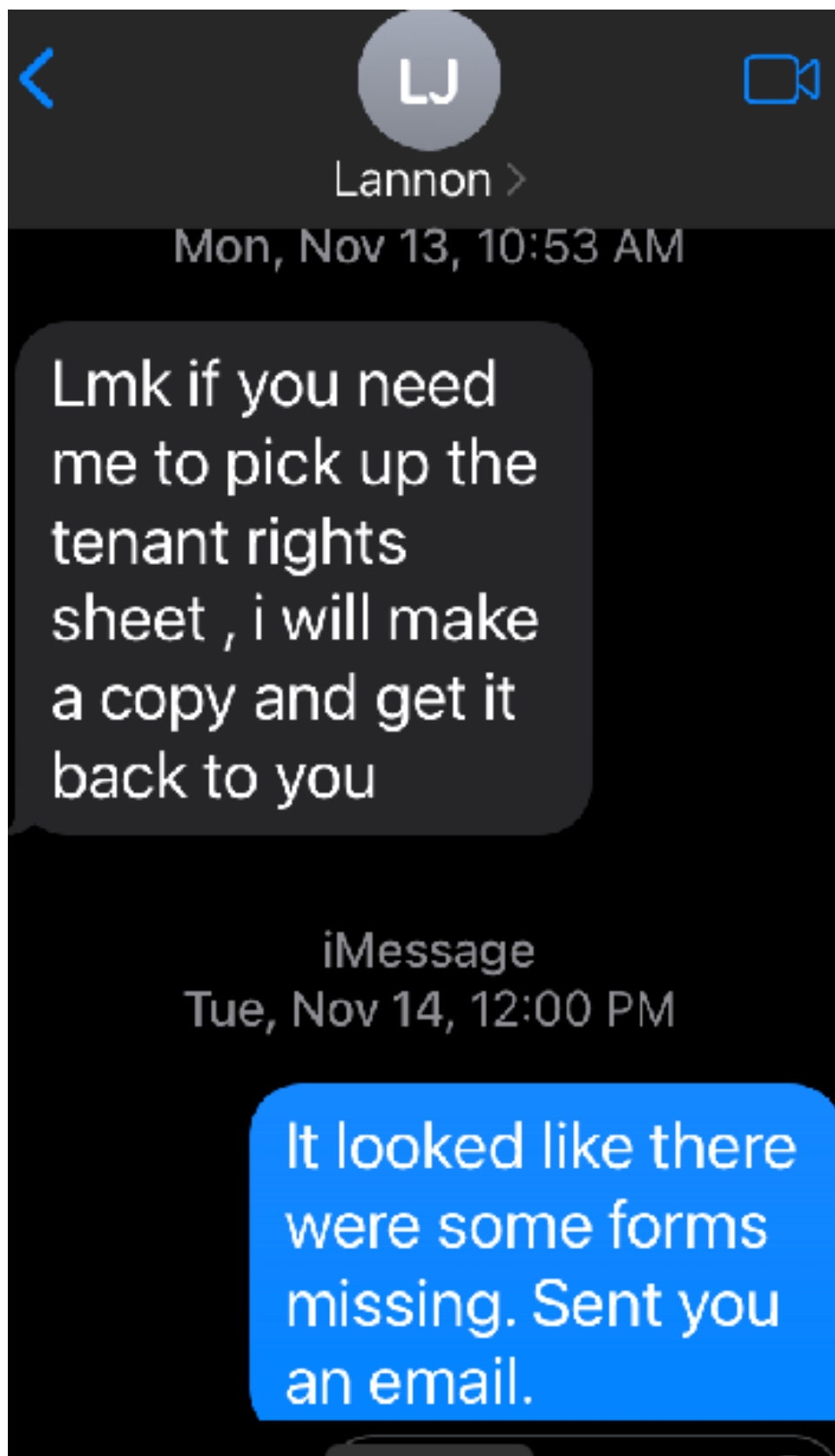


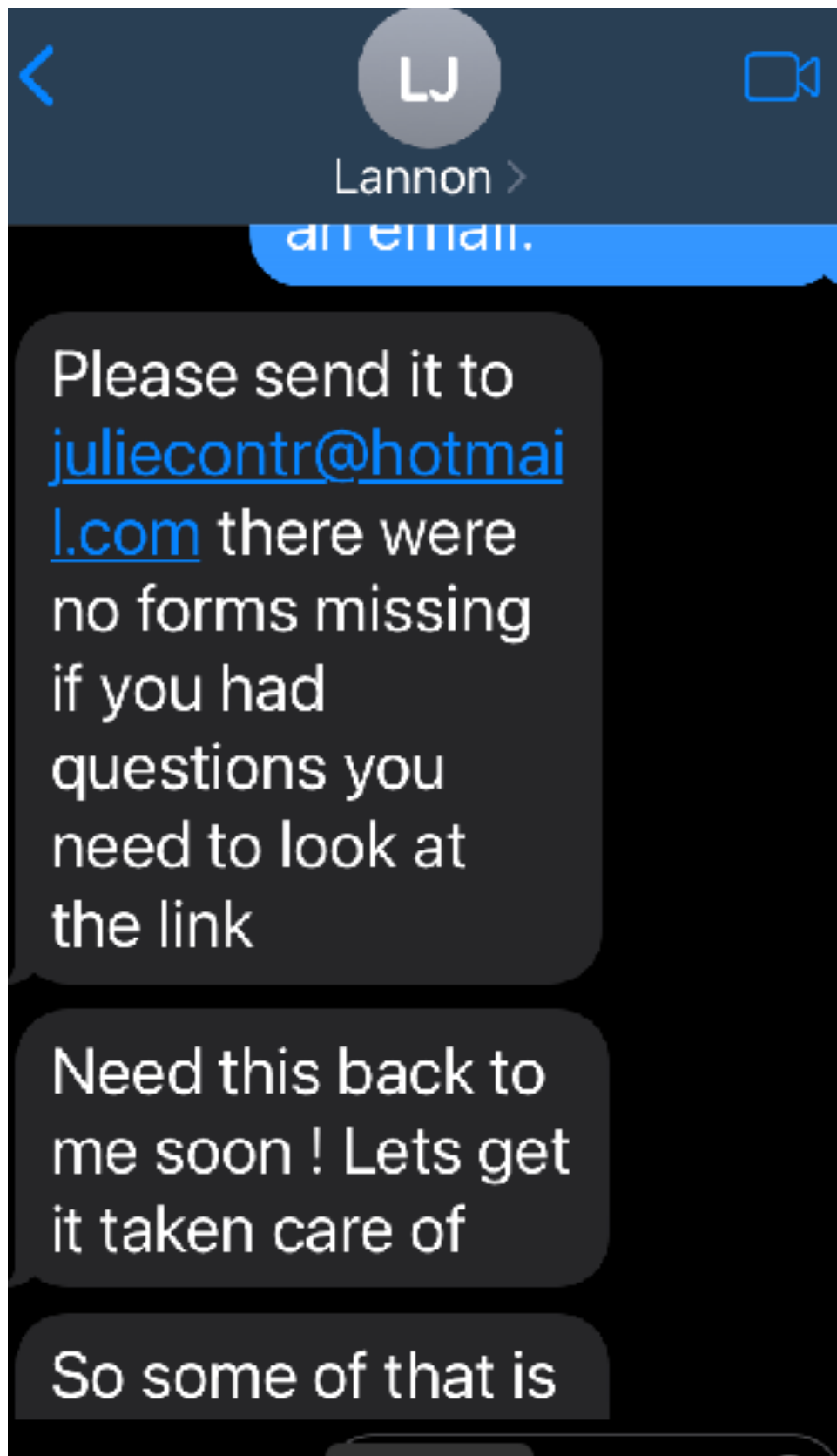


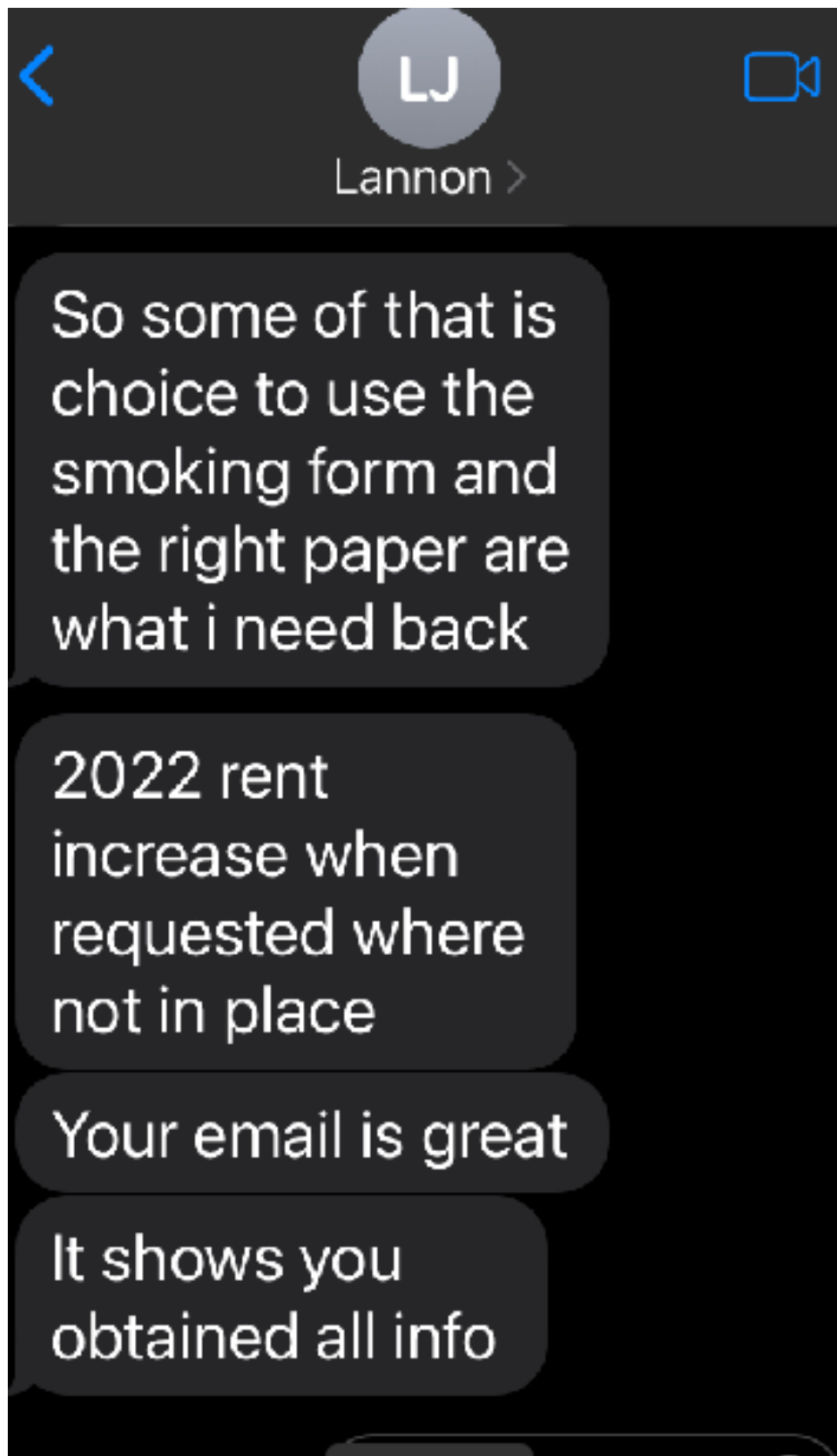


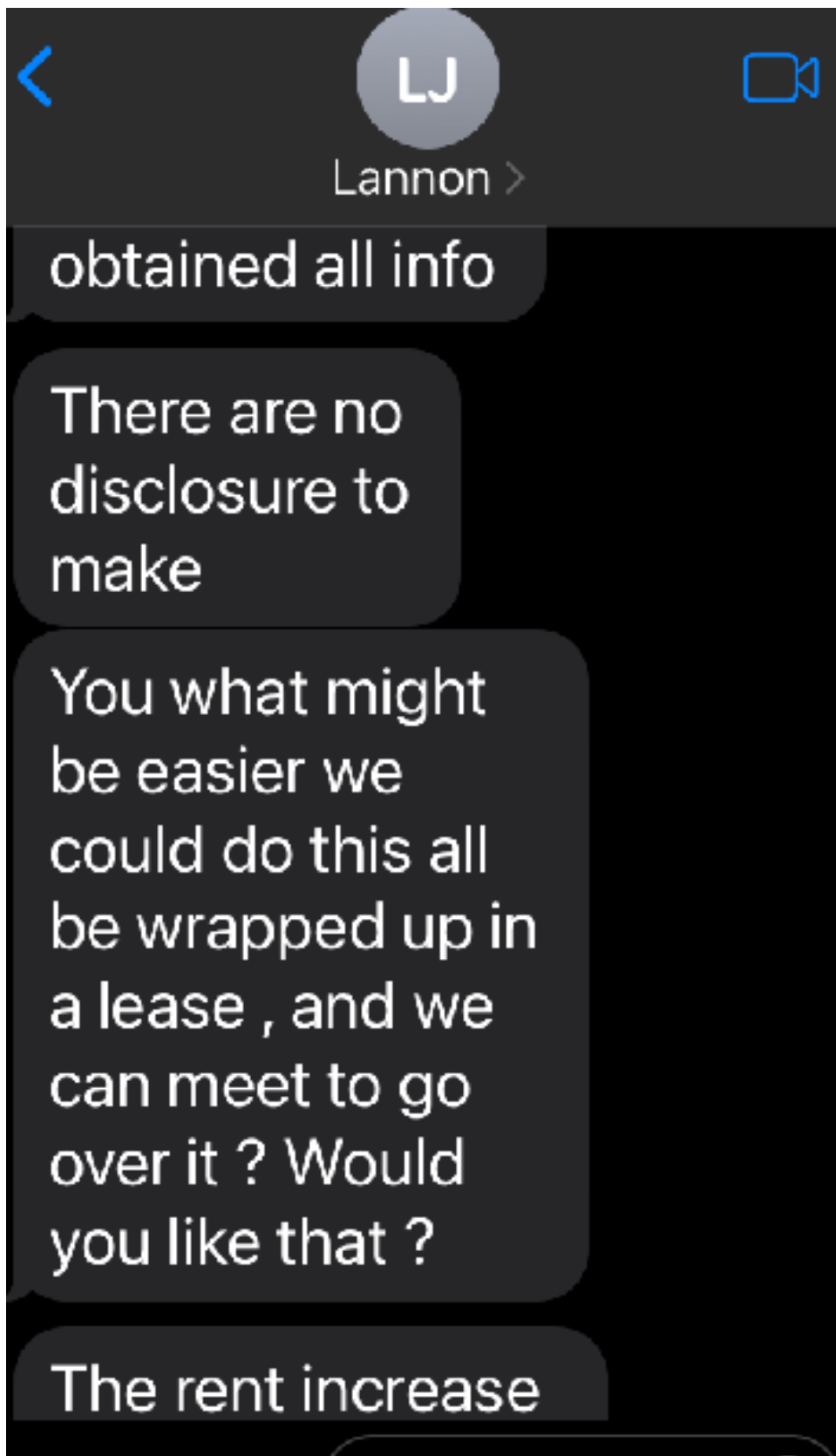


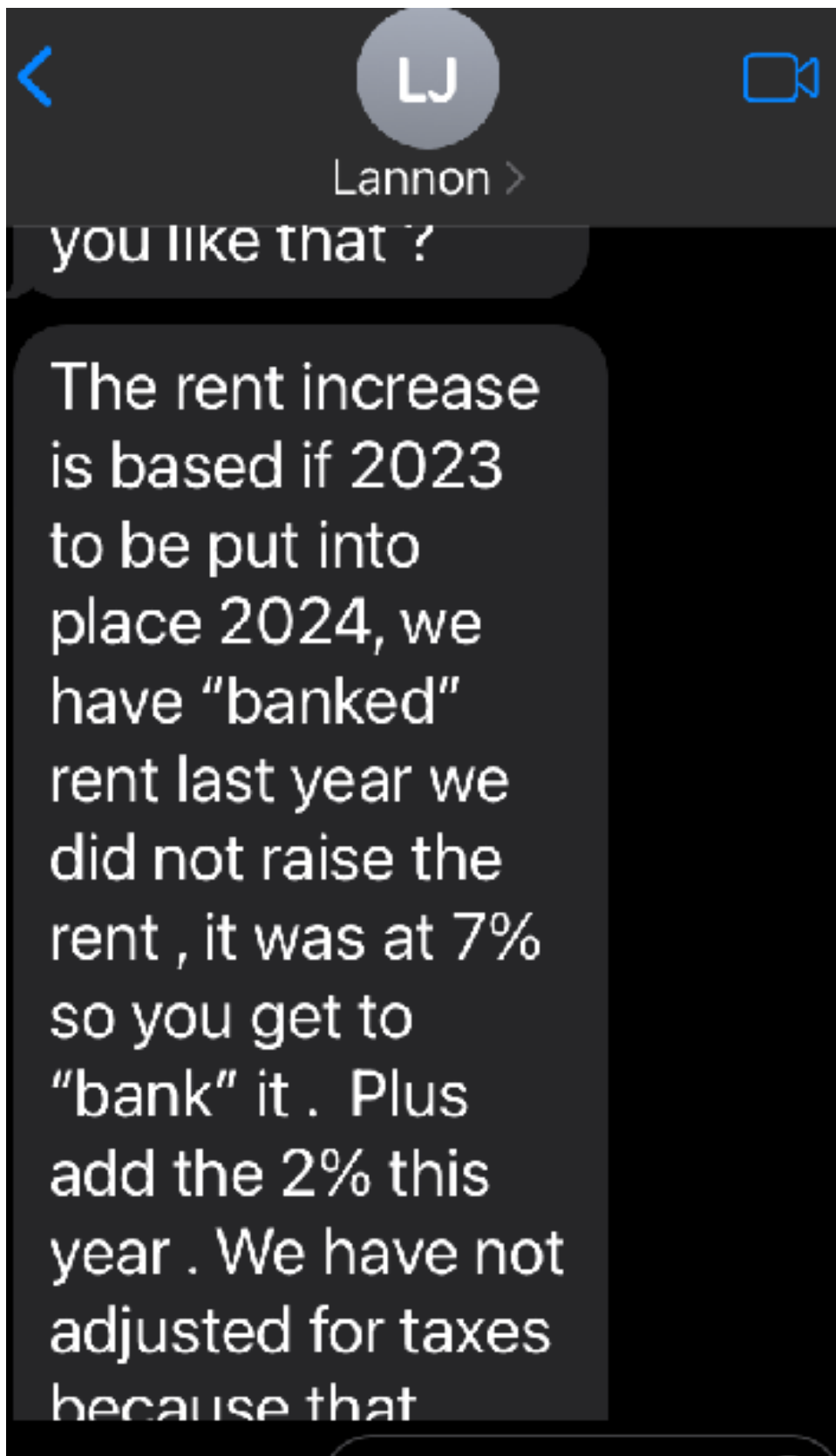
Attachment I: November 2023 text message from Julie to Jaime asking if forms have been signed yet

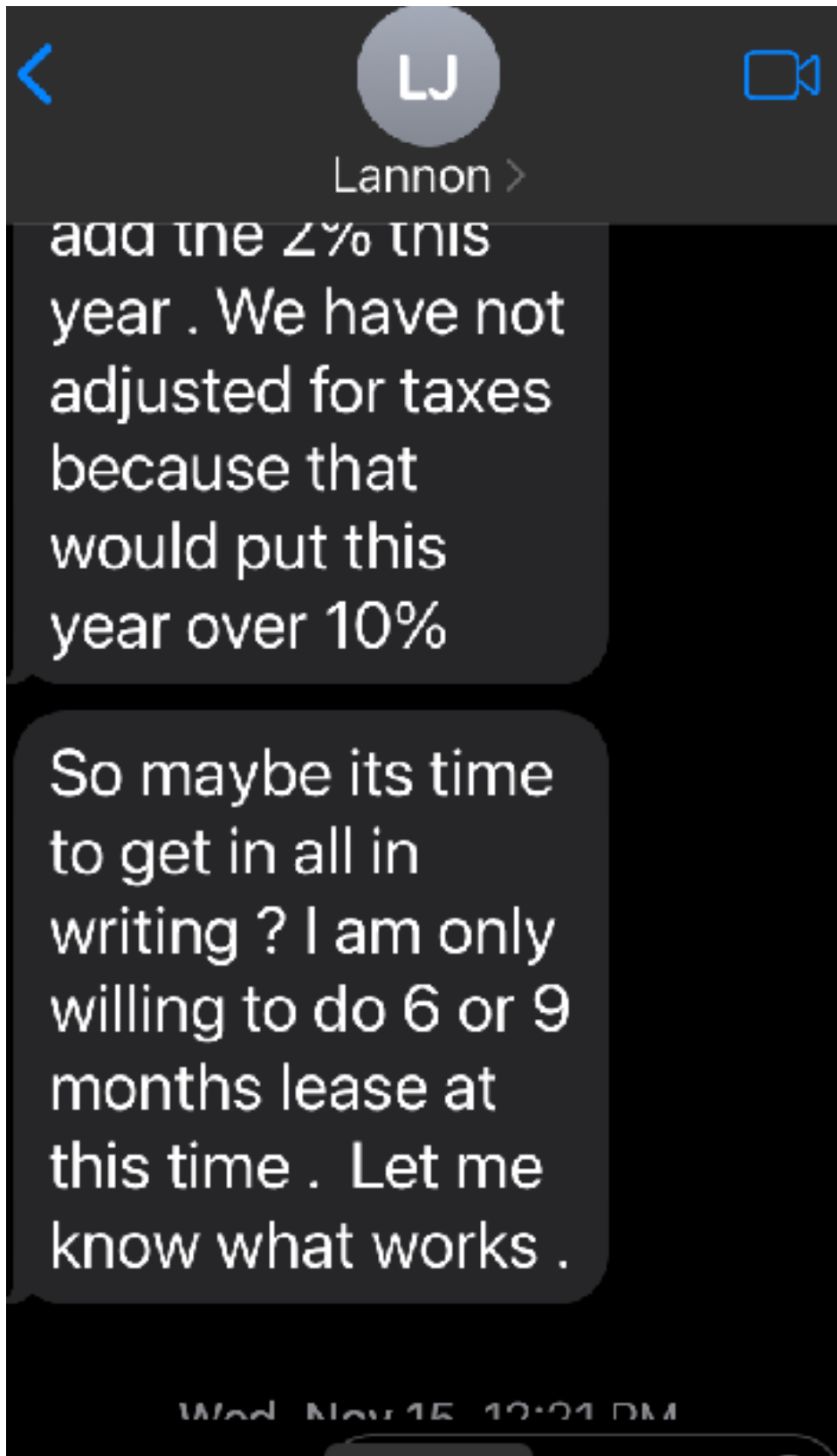


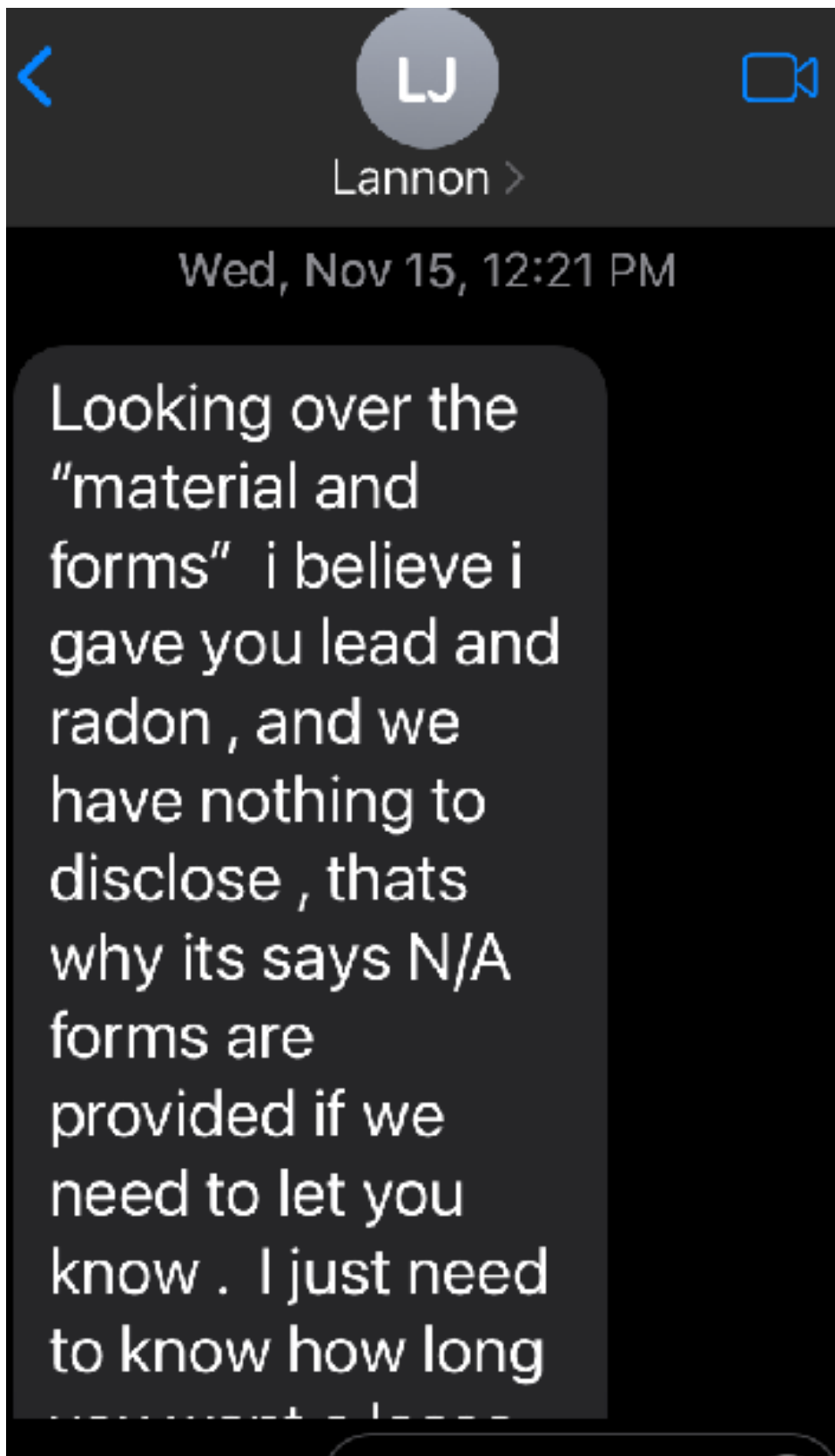


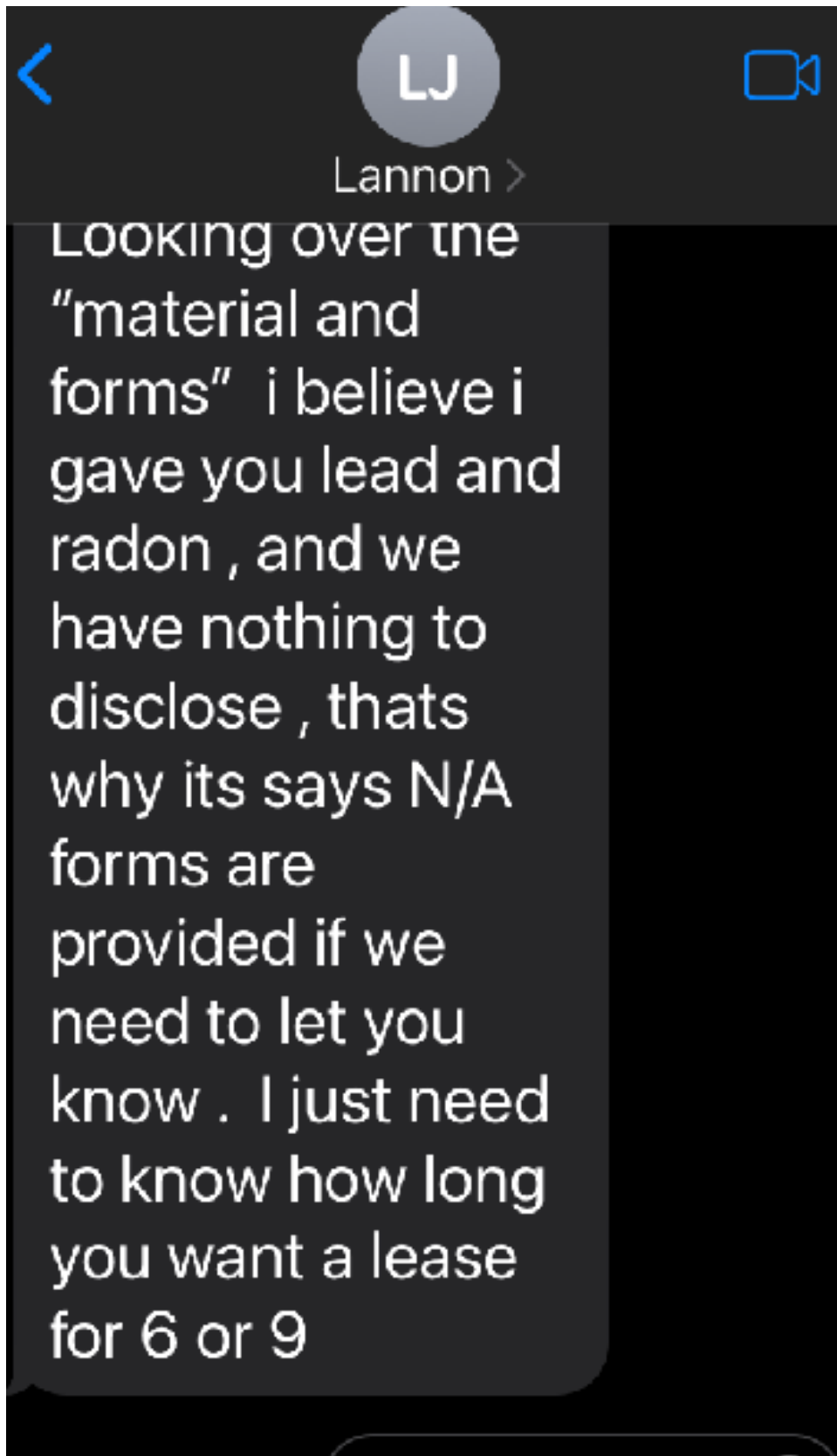












Attachment J: November 2023 e-mail from Jaime to Julie mentioning missing required forms

Re: 44 Dirigo

Jaime Devins <jaime.devins@hotmail.com>

Tue 11/14/2023 11:58 AM

To: Julie Contreras-Lannon <jeclannon@gmail.com>

Hi Julie,

On the form for us to sign (Rental Housing Rights), it says that signing indicates receipt of the forms and materials listed, but there were some forms missing:

-Notice of Rent Increase for 2022

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Notice of Rent Increase for 2024

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Energy Efficiency Disclosure form

<https://www11.maine.gov/mpuc/sites/maine.gov.mpuc/files/inline-files/RentalEffDisclosureForm.pdf>

-Lead-based Paint Disclosure form

<https://www.mainehousing.org/docs/default-source/homeless/homeless-initiatives/step/step-landlord-packet/lead-based-paint-disclosure-statement.pdf>

-Radon Disclosure form

<https://www.maine.gov/dhhs/mecdc/environmental-health/rad/documents/forms/HHE-810%20Radon%20Disclosure%20Form.pdf>

-Current revision of Rental Housing Rights document

<https://content.civicplus.com/api/assets/a9616b64-2442-4645-b4e3-ffaf645b06ac>

From: Julie Contreras-Lannon <jeclannon@gmail.com>

Sent: Thursday, May 26, 2022 10:22 PM

To: Jaime Devins <jaime.devins@hotmail.com>

Attachment K: November 2023 e-mail from Jaime to Jim mentioning missing forms and communication difficulties with Julie

Re: 44 Dirigo

Jaime Devins <jaime.devins@hotmail.com>

Wed 11/15/2023 7:19 PM

To:james lannon <lannon4@hotmail.com>

Hi Jim,

Thank you. The texts we sent you earlier today are below. Also, the new dishwasher is working great.

-Hi Jim, we're having a communication issue with Julie about some paperwork and were wondering if you could help.

She wants us to sign Portland's rental housing rights form, which we are happy to do, but it says that signing indicates that we have received certain forms which are listed on the sheet. We have received some of them but not all of them. When we pointed this out to her, it started getting escalated, and we don't want that.

Specifically, there is a section that says "forms required by the state of Maine", and we didn't receive the radon disclosure, lead-based paint disclosure, and the energy efficiency disclosure. She is telling us that they are optional, but it doesn't look like they are optional. They are not forms we can just print out ourselves as there are sections that need to be filled out, signed and dated by the landlord. Otherwise, we would just print them ourselves and be done with it.

We are in no way trying to hold up this process, but we can't sign the sheet saying that we received forms that we haven't received.

We sent her the links to the forms we were talking about in an email yesterday, and she responded with a string of angry texts.

Separately from that topic, she informed us recently that she wanted to raise the rent for next year. That is fine with us. We want to keep renting the apartment on our existing terms, even with a rent increase. However, we had a problem when we asked her to use Portland's new rent increase notice form, which requires landlords to list some additional information that they didn't have to list prior to January 2021. She does not seem to want to do that. We had requested that she fill out the new required form both for the 2022 rent increase as we did not receive the form at that time either, and for the upcoming one as well.

I forwarded you an email just now at the Lannon4@hotmail.com address with links to the forms I mentioned above. Hoping we can clear up this paperwork and continue our existing rental relationship.-

6/7/

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjYAL>

On Nov 15, 2023, at 6:22 PM, james lannon <lannon4@hotmail.com> wrote:

On Nov 15, 2023, at 6:22 PM, James Lannon <lannon4@hotmail.com> wrote:

Hi Jaime,

Apologies, but I only have access to text while in port. I won't be back in Port again until I arrive in Western Australia on 24 November.

If you sent me a text, could you simply copy and paste what you sent and I can assist via email?

Many Thanks,
Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>
Date: 11/16/23 05:15 (GMT+10:00)
To: lannon4@hotmail.com
Subject: Fw: 44 Dirigo

Hi Jim,

Below are links to the forms we were talking about over text.

Jaime

From: Jaime Devins <jaime.devins@hotmail.com>
Sent: Tuesday, November 14, 2023 12:53 PM

6/7/24,

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjYALTk>

To: juliecontr@hotmail.com <juliecontr@hotmail.com>
Subject: Fw: 44 Dirigo

Sent: Tuesday, November 14, 2023 12:53 PM

6/7/24,

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjYALTk>

To: juliecontr@hotmail.com <juliecontr@hotmail.com>

Subject: Fw: 44 Dirigo

Hi Julie,

On the form for us to sign (Rental Housing Rights), it says that signing indicates receipt of the forms and materials listed, but there were some forms missing:

-Notice of Rent Increase for 2022

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Notice of Rent Increase for 2024

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Energy Efficiency Disclosure form

<https://www11.maine.gov/mpuc/sites/maine.gov/mpuc/files/inline-files/RentalEffDisclosureForm.pdf>

-Lead-based Paint Disclosure form

<https://www.mainehousing.org/docs/default-source/homeless/homeless-initiatives/step/step-landlord-packet/lead-based-paint-disclosure-statement.pdf>

-Radon Disclosure form

<https://www.maine.gov/dhhs/mecdc/environmental-health/rad/documents/forms/HHE-810%20Radon%20Disclosure%20Form.pdf>

-Current revision of Rental Housing Rights document

<https://content.civicplus.com/api/assets/a9616b64-2442-4645-b4e3-ffaf645b06ac>

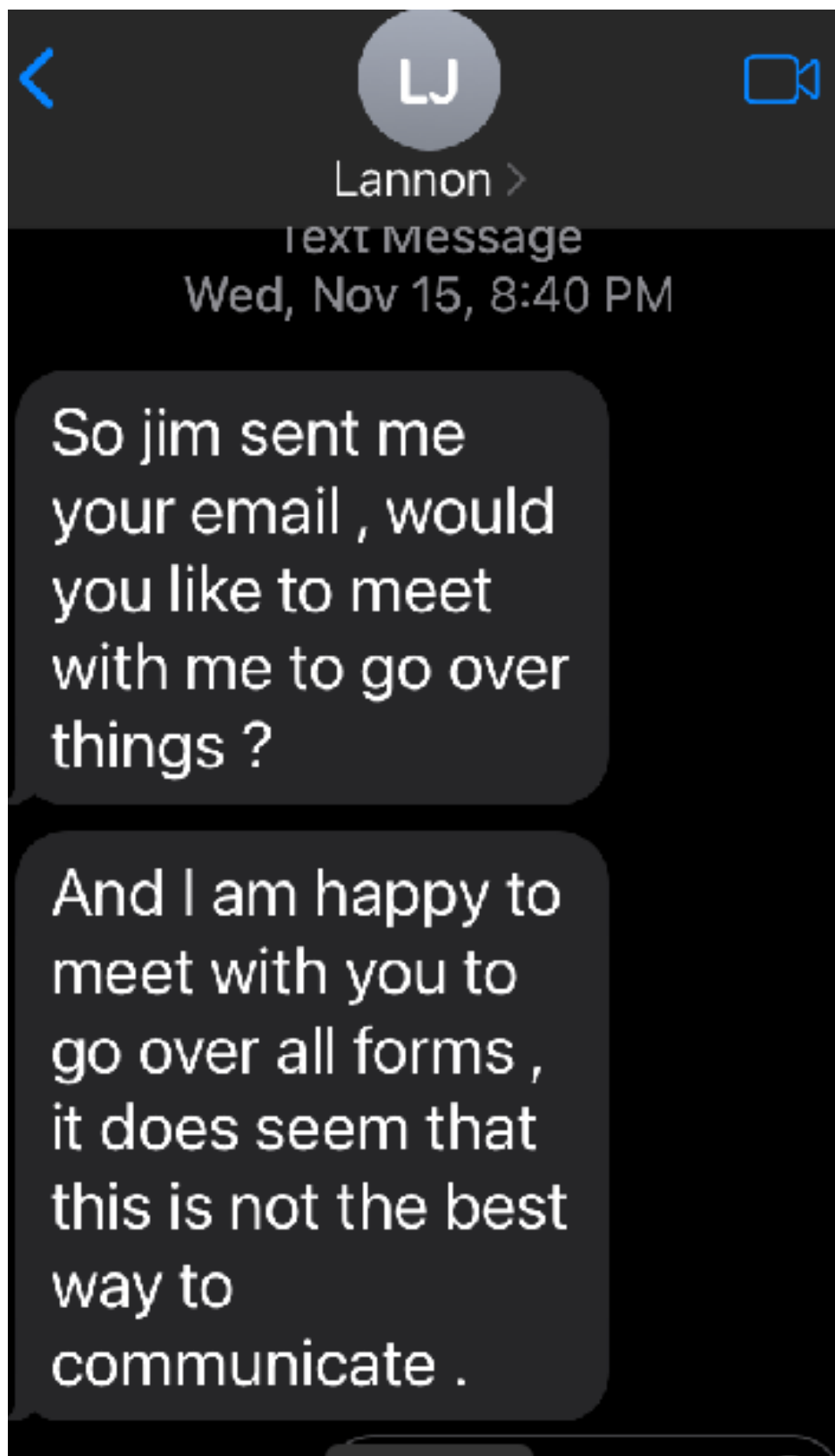
From: Julie Contreras-Lannon <jeclannon@gmail.com>

Sent: Thursday, May 26, 2022 10:22 PM

To: Jaime Devins <jaime.devins@hotmail.com>

Subject: Re: 44 Dirigo

Awesome are you good with no lease or would you like one?



Attachment N: November 2023 short e-mail from Jaime to Julie requesting that forms be signed and dropped off

Re: 44 Dirigo

Jaime Devins <jaime.devins@hotmail.com>

Sun 11/19/2023 10:36 AM

To:juliecontr@hotmail.com <juliecontr@hotmail.com>

Hi Julie, would it be possible for you to drop off the completed forms and any we need to sign and return inside the front entryway, and we could sign and send the Rental Housing Rights and any other forms back to you Monday or Tuesday? And would it be possible for you, on the forms you had nothing to disclose on, to write that and sign and date them with the others? We will get you our signed and dated copy back ASAP.

From: Jaime Devins <jaime.devins@hotmail.com>

Sent: Tuesday, November 14, 2023 11:58 AM

To: Julie Contreras-Lannon <jeclannon@gmail.com>

Subject: Re: 44 Dirigo

Hi Julie,

On the form for us to sign (Rental Housing Rights), it says that signing indicates receipt of the forms and materials listed, but there were some forms missing:

-Notice of Rent Increase for 2022

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Notice of Rent Increase for 2024

<https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12>

-Energy Efficiency Disclosure form

<https://www11.maine.gov/mpuc/sites/maine.gov/mpuc/files/inline-files/RentalEffDisclosureForm.pdf>

-Lead-based Paint Disclosure form

<https://www.mainehousing.org/docs/default-source/homeless/homeless-initiatives/step/step-landlord-packet/lead-based-paint-disclosure-statement.pdf>

Attachment O: May 31, 2024 Notice to Vacate signed by Jim to Jaime and Evan

Maine 90 Day Notice to Vacate

Date: 1 June 2024

Re: Notice to Terminate Tenancy

Dear Jaime Devins and Evan Long

This letter serves as official notice that your tenancy will terminate on 1 September, 2024, for the premises located at : 44 Dirigo St., Apt #2 Portland, Maine

The Tenant has the right to contest the termination of tenancy in court.

For our records and the return of security deposit monies, please provide your forwarding address and phone number.

Sincerely,

(Landlord Signature)

James Lannon
(Landlord Printed Name)

(207)321-8577, (207)332-5382
(Landlord Phone Number)

172 Bradley St Portland Maine, 04102
(Landlord Address)

CERTIFICATE OF SERVICE

I certify that a copy of this notice has been furnished to the above-named tenant(s) on
28 May 2024 by:

☒ Hand delivery to Tenant Certified Letter; or

☐ Posting the notice at the premises, such as the entry door, if the tenant cannot be found and mailing the notice by first class mail with a certificate of mailing.

James Lannon
(Landlord Name)

(Landlord Signature)

Lannon
172 Bradley St
Portland, ME
04102

Jaime Devins: Evan Long
44 Dirigo Apt. 2
Portland, ME 04102

04102-224044

7019 1640 0002 0652 9927

04102

Retail

UNITED STATES POSTAL SERVICE

04102

\$5.08

RDC 99

U.S. POSTAGE PAID
FCM LETTER
PORTLAND, ME 04101
MAY 28, 2024

S2324E501053-62

Attachment P: November 19, 2023 e-mail from Julie to Jaime, "I do want to get this done"

Re: 44 Dirigo

Julie Contreras-Lannon <juliecontr@hotmail.com>

Sun 11/19/2023 10:52 AM

To: Jaime Devins <jaime.devins@hotmail.com>

Hi Jamie ,

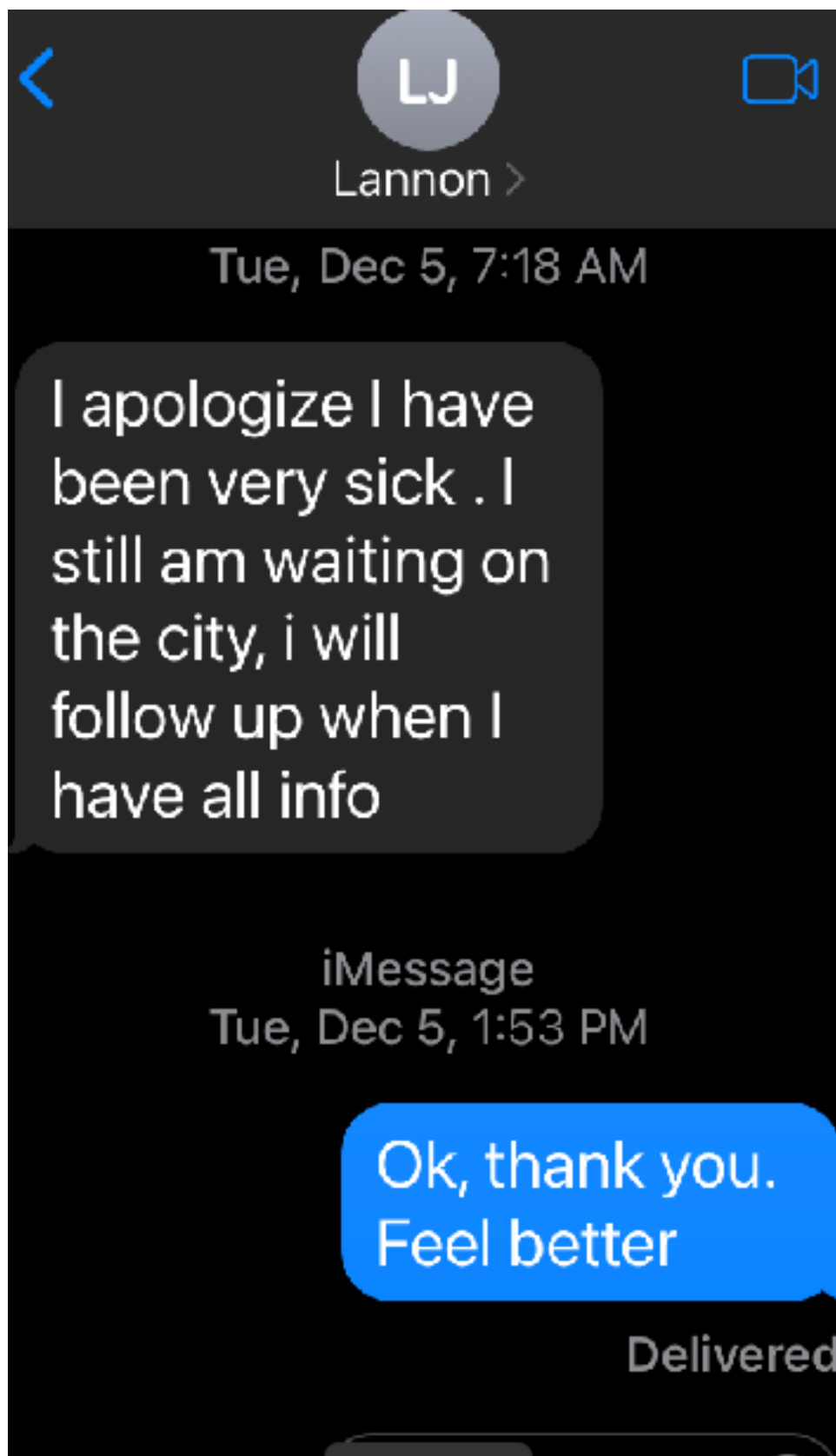
Sorry for the delayed response. I am waiting on a couple things from the city. Not sure what the timing will be. Reasonable , with the holiday, I can get you all you need by the Tuesday the 28th. Then we can coordinate how forms need to be signed. My schedule it tight for the next few weeks. I do want to get this done. Please feel free to use this email , at the moment it is my best one. However when you do send an email it is very helpful for you to send me a text. With any needs, my first preferred way to communicate is text.

Thank you,
Julie Contreras Lannon

On Nov 19, 2023, at 10:36 AM, Jaime Devins <jaime.devins@hotmail.com> wrote:

Hi Julie, would it be possible for you to drop off the completed forms and any we need to sign and return inside the front entryway, and we could sign and send the Rental Housing Rights and any other forms back to you Monday or Tuesday? And would it be possible for you, on the forms you had nothing to disclose on, to write that and sign and date them with the others? We will get you our signed and dated copy back ASAP.

Attachment Q: December 5, 2023 text from Julie "I have been very sick," waiting on city info



Attachment R: December 28, 2023 water shut-off payment receipt, later voided after someone else paid the bill before the check was cashed

44000
44 Dir 40 St

NOTICE OF PREMISE VISIT

Account No. 30004762

☒ Service IS NOT shut off
☐ Service IS shut off

We called today to:

☐ install meter ☐ read meter
☐ remove meter ☐ check for leaks
☐ change meter ☐ get new customer name
☐ service meter ☐ collect overdue water bill
☐ other

OVERDUE AMOUNT: \$ 200.00

Please contact our Customer Service Department to arrange a time when our service technician can return. If service is shut off, arrangements must be made to complete the above work. If shut off for nonpayment, the overdue amount shown above must be paid or a payment arrangement negotiated.

PLEASE SEE THE REVERSE SIDE FOR OTHER OPTIONS

Service Technician Initials EB Date 12/18/23

782.39

Portland Water District
225 DOUGLASS STREET, PO BOX 3553
PORTLAND, MAINE 04104-3553
(207) 774-5961 • FAX (207) 679-5827

100044 Rev. 01/23

Portland Water District
225 Douglas Street • P.O. Box 3553 • Portland, ME 04104-3553
(207) 774-5961 • FAX (207) 679-5827

FIELD COLLECTION RECEIPT
NO. **55026**

CUSTOMER NAME Lapson DATE 12/18/23

RECEIVED FROM (if different) Jaime Devine Pd. Clk

SERVICE LOCATION 44 Dir 40 St

ACCOUNT NUMBER 30004762

WATER AMOUNT

SEWER AMOUNT (if applicable)

TOTAL RECEIVED 200.00

PAYMENT METHOD: ☐ CASH ☐ CHECK ☐ OTHER

RECEIVED BY EB

Attachment S: May 2024, second water shut-off bill

Lannon
44 Dirigo St

VMF/H
-5382

NOTICE OF PREMISE VISIT

Account No. 30006762

☐ Service **IS NOT** shut off
☒ Service **IS** shut off

We called today to:

☐ install meter	☐ read meter
☐ remove meter	☐ check for leaks
☐ change meter	☒ get new customer name
☐ service meter	☒ collect overdue water bill
☐ other _____	

OVERDUE AMOUNT: \$ 113.⁰⁰

Please contact our Customer Service Department to arrange a time when our service technician can return. If service is shut off, arrangements must be made to complete the above work. If shut off for nonpayment, the overdue amount shown above must be paid or a payment arrangement negotiated.

PLEASE SEE THE REVERSE SIDE FOR OTHER OPTIONS

Service Technician Initials EB Date 5/22/24

604-98

Portland Water District
225 DOUGLASS STREET, PO BOX 3553
PORTLAND, MAINE 04104-3553
(207)761-8310

100044 Rev. 01/23

Portland Water District Invoice# UB1749510-05102024 Payment Confirmation

Portland Water District <no-reply@invoicecloud.net>

Wed 5/22/2024 9:51 AM

To:jaimedevins@hotmail.com <jaimedevins@hotmail.com>



Dear JAMES J LANNON JR

Payment Confirmation

Thank you for your payment to Portland Water District.

Your payment has been successfully processed and your account has been updated.

You will continue to receive an email each time a bill is ready for your review. This is an easy way to access, review and pay your bills.

If you haven't already gone paperless, please consider helping the environment, reducing your clutter and supporting our green strategy by opting to move to paperless billing in your next billing cycle. You will always have the option to print your bill directly from your computer if you need it for your records.

To go paperless, log on to the online portal directly at <https://css.pwd.org> and select the Paperless Billing Option under the Account link in the main menu. Then check the Yes, I want to go Paperless box and press update.

Account Number:

30006762

Invoice Number:

UB1749510-05102024

Payment Amount:

\$113.00

Service Fee:

\$3.45

Total Amount:

f 2

efox

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDAB1>

If you have any questions regarding your account, please email us at customerservice@pwd.org and include your account number, first name and last name on the account.

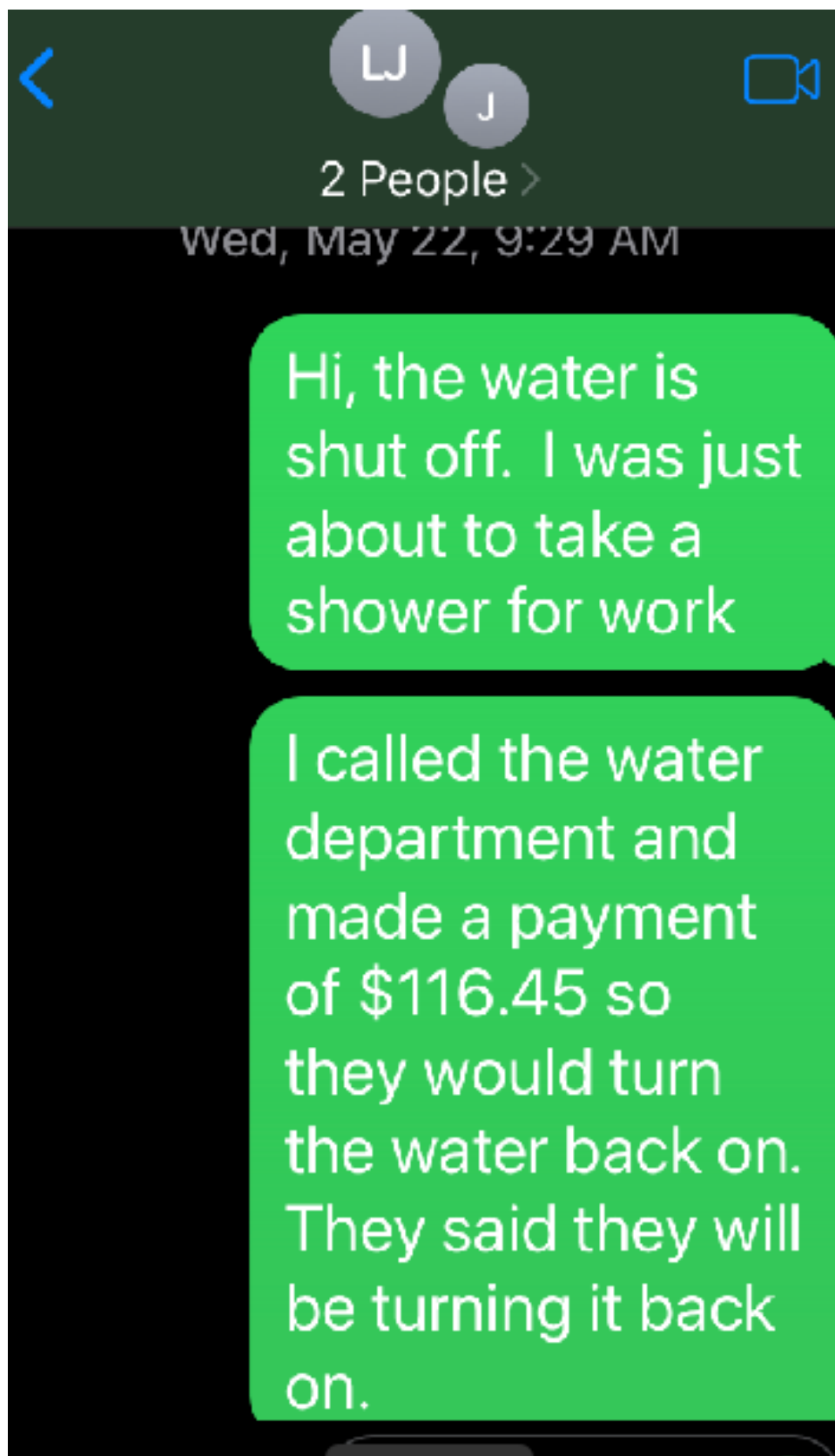
Thank you for being a valued Portland Water District customer.

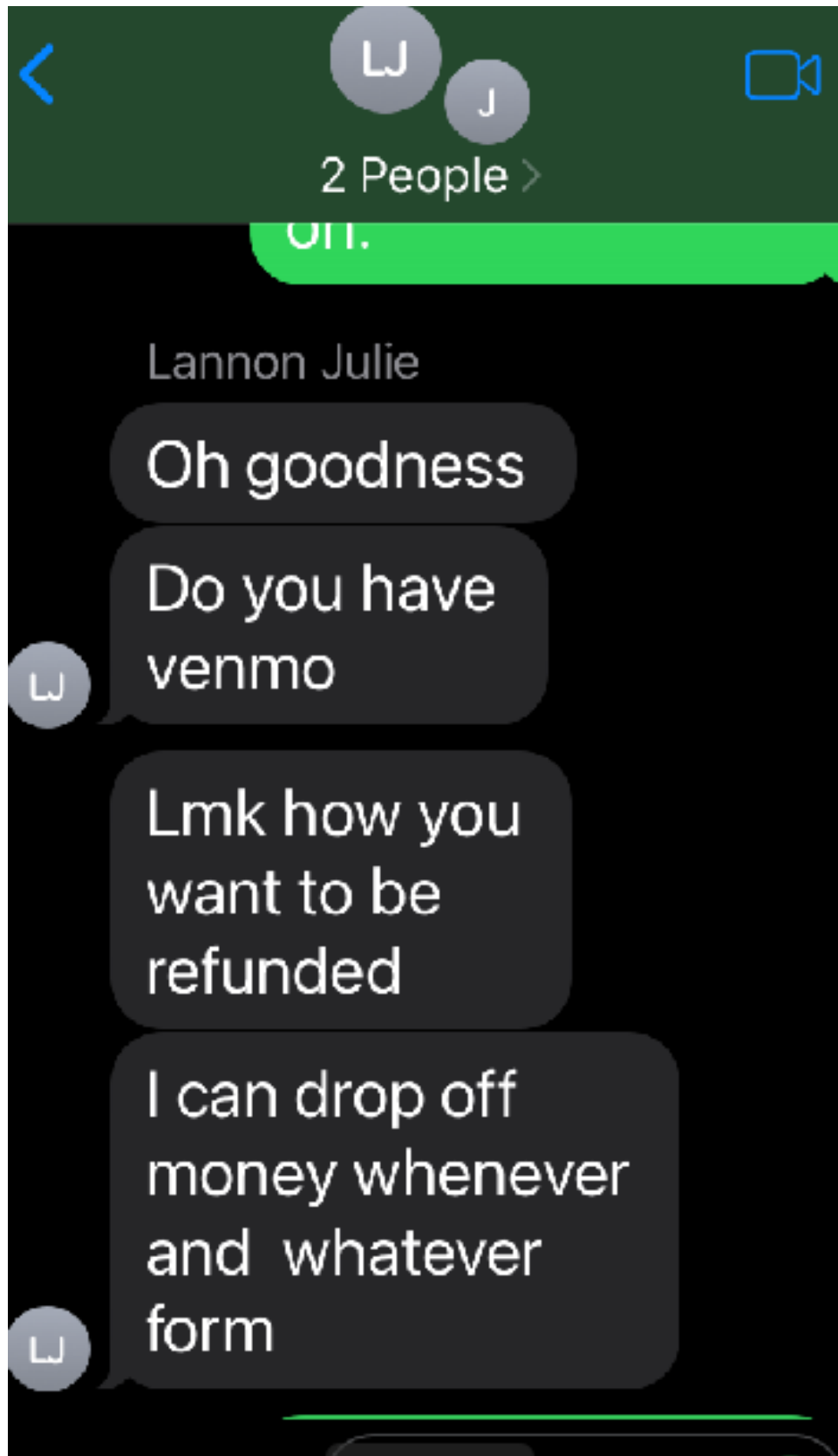
Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list

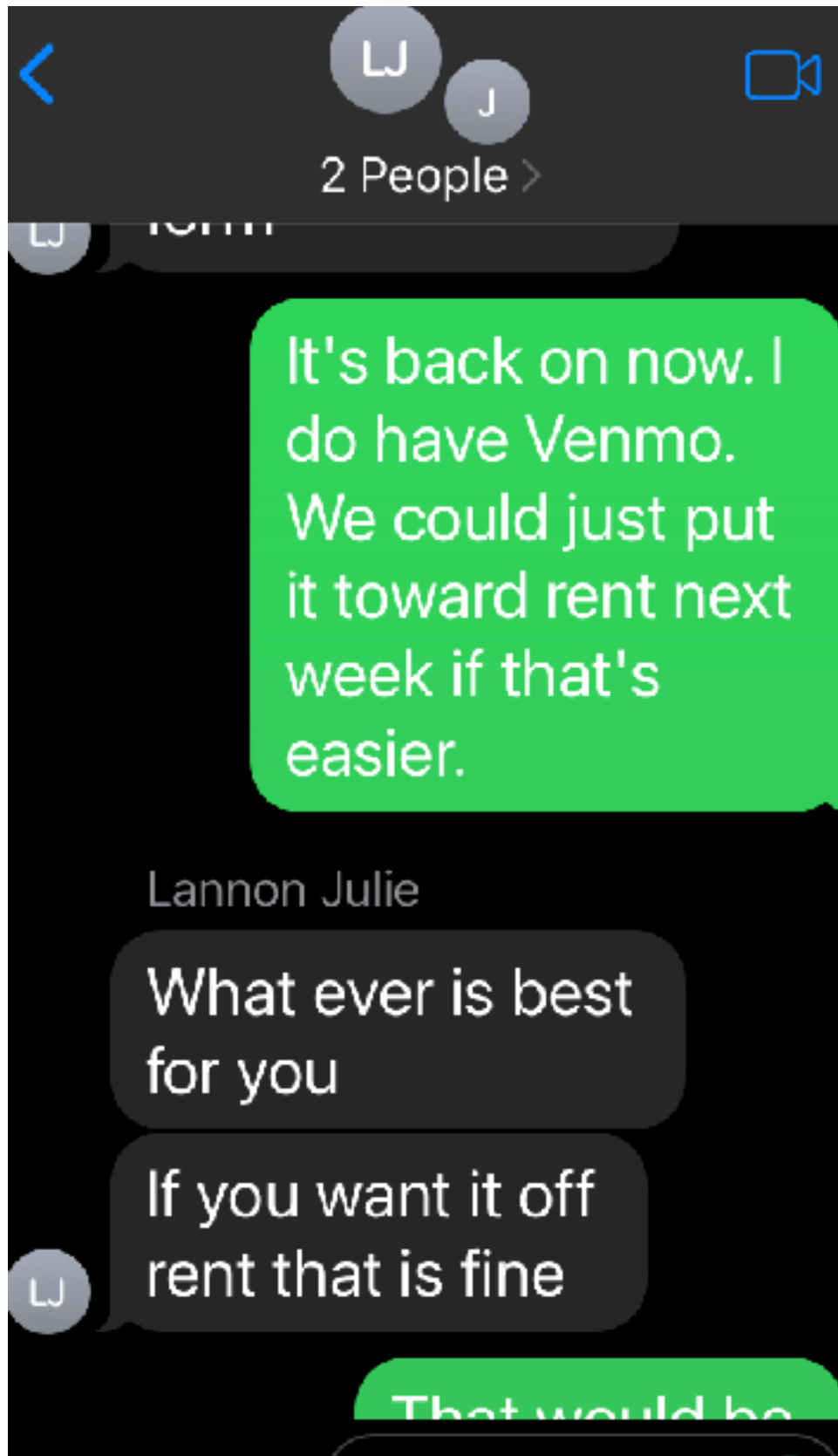
\$116.45

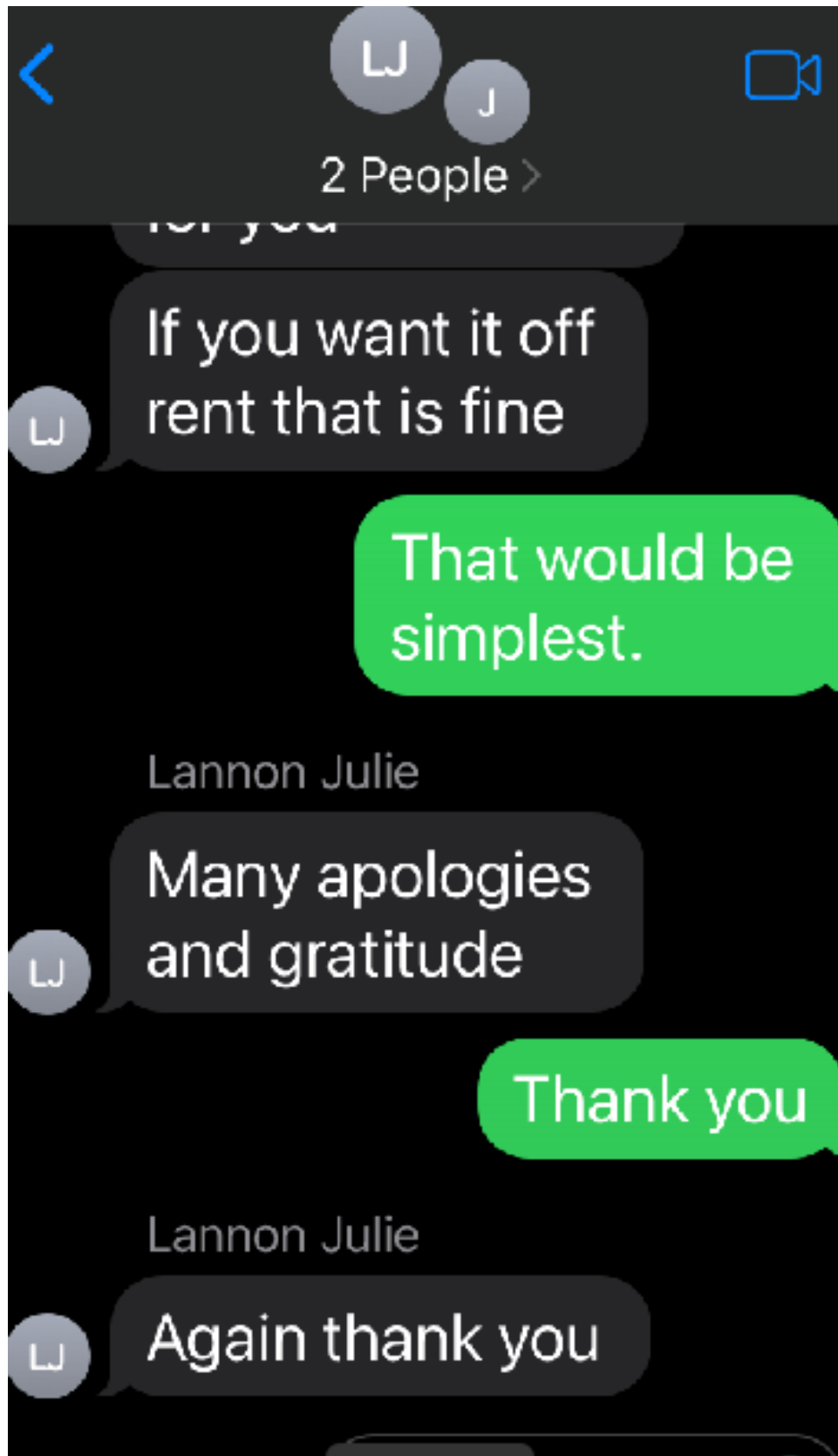
Message:

Approved 813635









Attachment U: May 2024 e-mail from Jim accompanying Notice to Vacate re: "reacquiring the apartment"

44 Dirigo

james lannon <lannon4@hotmail.com>

Tue 5/28/2024 5:19 PM

To: Jaime Devins <jaime.devins@hotmail.com>

Hi Jaime and Evan,

Hope you are both well.

I wanted to let you know that I would like to reacquire the space at 44 Dirigo St on September 1st. The reasons behind this are about the building and capital repairs I need to make as well as the uncertainty of my own future living arrangements.

It is important to know that this has nothing to do with you guys as tenants. And you will get nothing short of an exemplary recommendation if and when needed.

I wanted to send you this notice in an email, because I will also have to send a certified letter which may come across as somewhat cold and unfeeling.

Best Regards,

Jim

Attachment V: September 2019 e-mails from Jim regarding accommodations during repairs

Re: Plumbing work

Jaime Devins <jaime.devins@hotmail.com>

Mon 9/16/2019 6:03 PM

To: james lannon <lannon4@hotmail.com>

That's sounds great Jim, thank you.

Sent from my iPhone

On Sep 16, 2019, at 3:43 PM, james lannon <lannon4@hotmail.com> wrote:

Hi Jaime,

I have reserved a room at the clarion for tomorrow I'll go there and pick up the keys as well as give them a credit card so that you and Evan can charge dinner to the room.

I'll bring the keys over to you at 2 pm and I'd like to get started on the plumbing repair at that time. You're welcome to be in the apartment but the toilet will be temporarily out of order.

Thanks,
Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>

Date: 9/15/19 20:44 (GMT-05:00)

To: james lannon <lannon4@hotmail.com>

Subject: Re: Plumbing work

Ok, thanks.

x

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmN>

From: james lannon <lannon4@hotmail.com>

Sent: Sunday, September 15, 2019 7:17 PM

To: Jaime Devins <jaime.devins@hotmail.com>

Subject: Re: Plumbing work

Hi Jaime,

Thanks for the response. I'll move ahead and secure a room for tues night.

Hi Jaime,

Thanks for the response. I'll move ahead and secure a room for tues night.

Thanks again,

Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>

Date: 9/13/19 09:17 (GMT-05:00)

To: james lannon <lannon4@hotmail.com>

Subject: Re: Plumbing work

Good morning,

I checked and those days should work just fine, Tuesday and Wednesday.

Thanks!

Jaime

Sent from my iPhone

On Sep 12, 2019, at 10:38 PM, james lannon <lannon4@hotmail.com> wrote:

Hi Jaime,

6/

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjYh>

You're more than welcome to be in the apt while I do the work, I'm just trying to arrange it so that it's the least impact to your day to day work.

If you had your pick, what afternoon, and evening would it be best for you that I was there working?

Thanks

Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>

Date: 9/12/19 13:38 (GMT-05:00)

To: james lannon <lannon4@hotmail.com>

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>
Date: 9/12/19 13:38 (GMT-05:00)
To: James Iannon <lannon4@hotmail.com>
Subject: Re: Plumbing work

Hi Jim,

What times would they need to come in and do the work on both Tuesday and Wednesday? I just work from home part of the week. I would be working Tuesday evening, and also Wednesday afternoon, needing to use my office there and the internet connection.

Thanks!

Jaime

From: james lannon <lannon4@hotmail.com>
Sent: Thursday, September 12, 2019 7:55 AM
To: Jaime Devins <jaime.devins@hotmail.com>
Subject: Re: Plumbing work

Hi Jaime,

I can shoot for next Tuesday/Wednesday. Would that work for you guys?

6/

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjY/>

Thanks,

Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>
Date: 9/10/19 23:30 (GMT-05:00)
To: james lannon <lannon4@hotmail.com>
Subject: Re: Plumbing work

Hi Jim,

So sorry this went to my junk folder and completely missed it. Were there other times that you would to have the plumber come?

Thanks,

Jaime

Sent from my iPhone

----- Original message -----

From: Jaime Devins <jaime.devins@hotmail.com>
Date: 9/10/19 23:30 (GMT-05:00)
To: james lannon <lannon4@hotmail.com>
Subject: Re: Plumbing work

Hi Jim,

So sorry this went to my junk folder and completely missed it. Were there other times that you would to have the plumber come?

Thanks,
Jaime

Sent from my iPhone

On Sep 5, 2019, at 2:47 PM, james lannon <lannon4@hotmail.com> wrote:

Hi Jaime,

I'm planning on having a plumber in to do the work on Tuesday morning or Wednesday morning depending on his availability (September 9 or 10). I'd like to send you an Evan to the Clarion on one of those evenings. I still have to reach out to the plumber to confirm availability, but are either of those 2 nights ok with you?

You're welcome to be in the apartment as much as you'd like while the work is happening. I just want to make sure you have access to facilities that evening.

6

<https://outlook.live.com/mail/0/id/AQMkADAwATY0MDABLWFmNjY>

Thanks!
Jim

Attachment W: 2017 emails regarding November 1 lease versus June 1 or September 1 lease

Rent Increase November 1

Julie Contreras-Lannon <julieclannon@icloud.com>

Thu 9/14/2017 1:15 PM

To:jaime.devins@hotmail.com <jaime.devins@hotmail.com>

Hi Jaime,

It's Julie Lannon, your landlord. I hope this email finds you well. I wanted to let you know we will be increasing the rent for Dirigo ST Apt. 2 by \$100.00 a month, for a total rent of \$1050.00 starting November 1, 2017. We have put off doing this for awhile, but unfortunately needed to be done.

You currently do not have a lease and are month to month tenants. Feel free to let me know if you would like one.

Jim will be away till February so please feel free to use this email or text me at [207-332-5382](tel:207-332-5382).

Thank you,

Julie Lannon

Lease

Jaime Devins <jaime.devins@hotmail.com>

Sun 11/12/2017 6:41 PM

To:Julie Contreras-Lannon <julieclannon@icloud.com>

Hi Julie,

Sorry it's taken us so long to get back to you. We would be interested in a lease for November 1st to October 31st for this apartment, if that is okay.

Thank you,

Jaime and Evan

Re: PWD Disconnection Notice

Julie Contreras-Lannon <julieclannon@icloud.com>

Tue 11/14/2017 10:50 PM

To:Jaime Devins <jaime.devins@hotmail.com>

Thanks!! Paid it today !!

I got your email about a lease, great!

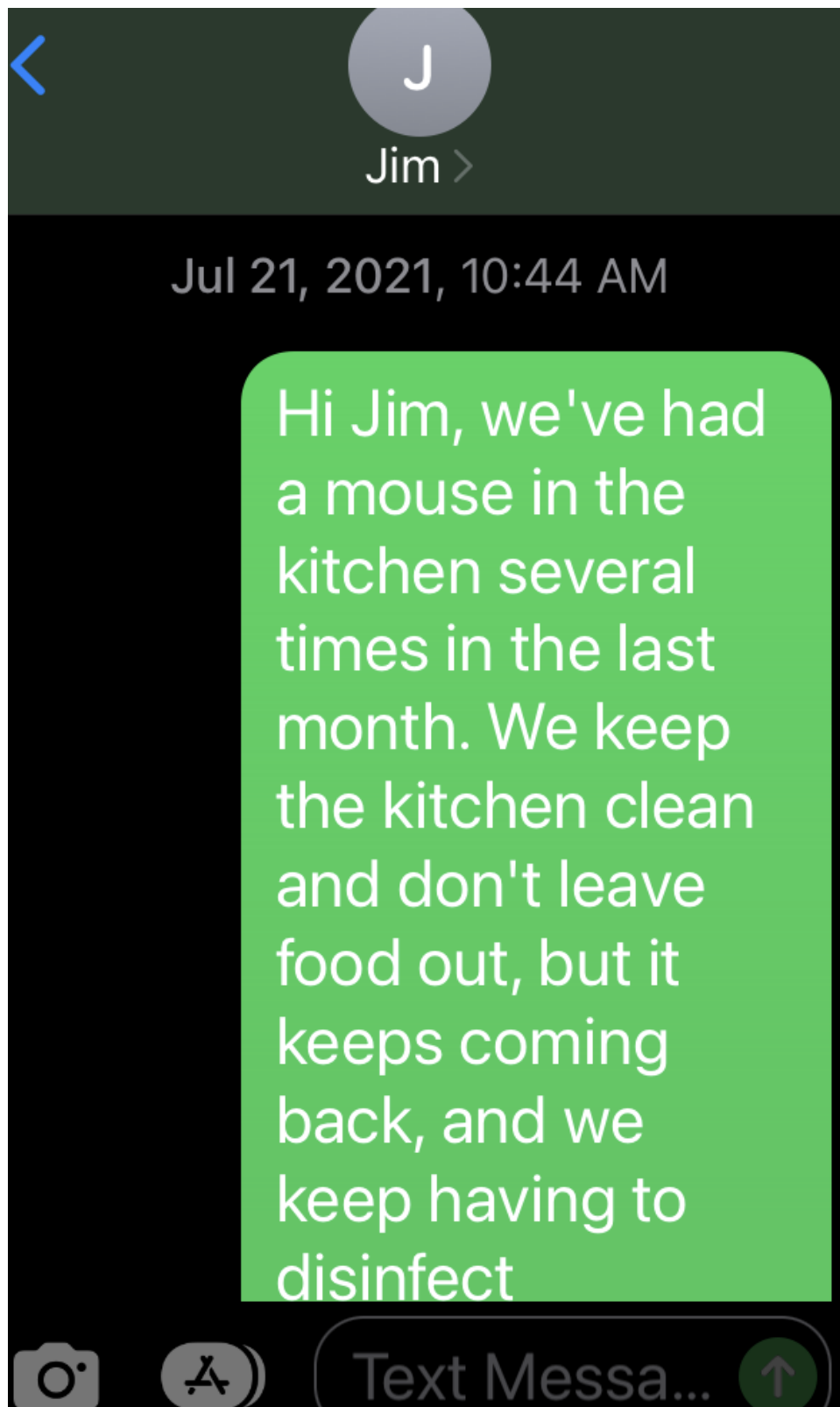
I just would prefer to adjust the dates. Would you be willing to do one ending May 31st or August 31st 2018.

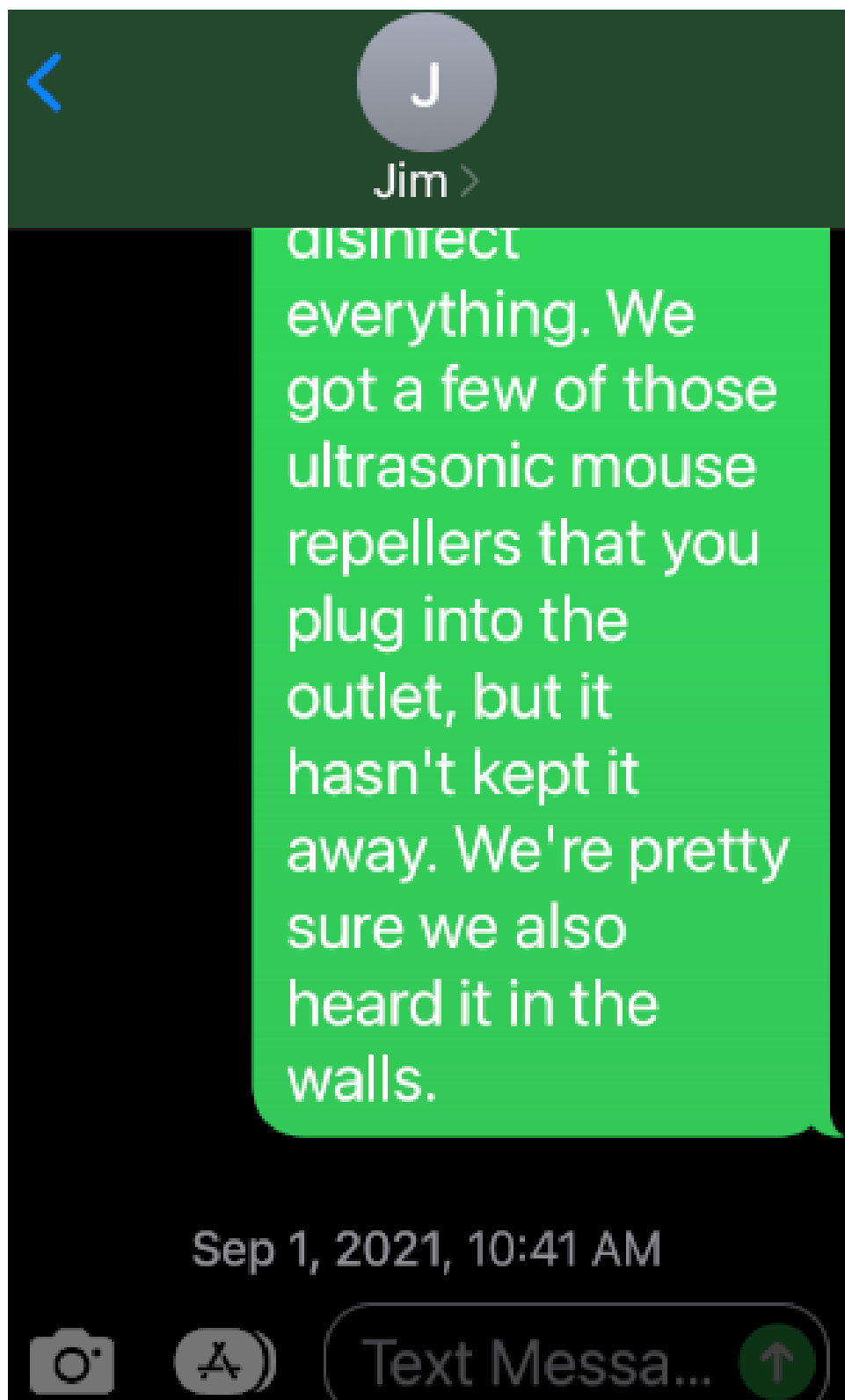
Let me know what you think !

Thank you and sorry for any inconvenience!

Julie Lannon

-Attachment X: unanswered 2021 text from Jaime to Jim about mouse infestation





-Attachment Y: 2012 e-mails to and from Jim about broken windows, never repaired

Apartment

Jaime Devins <jdlandscape@hotmail.com>

Wed 9/19/2012 8:15 PM

To:jim2mate@yahoo.com <jim2mate@yahoo.com>

Hi Jim,

Now that we've had a chance to settle in, I just wanted to let you know that we've found a few things in the apartment that need fixing.

One is that there are a bunch of windows that are cracked or broken or don't close properly, and there's also lots of peeling paint and paint dust on some of the windowsills. The windows that are cracked on the first floor are the southwest window in the front room, one of the smaller ones in the middle room, the far and middle windows and their storm windows in the kitchen, the back porch door, the side room next to the bathroom, and a storm window in the upstairs front room. The ones that don't have locks or don't quite close properly are the three kitchen windows. All of these have a lot of peeling paint and paint dust except for the newer ones in the front room and the side room.

One electrical issue is that the fixture in the back part of the hall, near the bathroom, may be a fire hazard. We've tried a couple of different bulbs in it, but every time we've turned it on, the bulb flickers, and it makes a crackling sound. We're also concerned about the radiator in the front room upstairs, as the wall and window directly above it is black as if the radiator had burned it.

the wall and window directly above it is black as if the radiator had burned it.

Some of the smaller things are that the washing machine leaks water from underneath itself onto the floor when we run it, the dishwasher sometimes does too, and the bathroom sink doesn't drain well at all – it's clogged with blond hair. If we could take a few bucks off of next month's rent to pay for some Drain-o, we'd appreciate it.

On the subject of rent, it would be much easier for us to mail the rent payment than to go all the way to the bank to deposit it. We noticed that you also put your ex-wife's name on the lease as a landlord; could we send it to her? Having a physical address to send apartment-related questions to in the event that we needed to send you something in writing would be important for us also.

Jaime and Evan

Ship Email Address

Lannon James <james.lannon@chevronshipping.com>

Tue 9/25/2012 5:09 PM

To:jdlandscape@hotmail.com <jdlandscape@hotmail.com>

Hi Jaime,

This is the email address if you need to reach me while I'm on my ship.

I wanted to let you know I recieved your email that you sent on 9/19/12.

Some of the deficiencies you mentioned in your email I was aware of and will correct when I return. For example the windows and paint.

As the cold weather approaches make sure the windows on the second floor are locked. I'm referring to the newer ones. I know that a

As the cold weather approaches make sure the windows on the second floor are locked. I'm referring to the newer ones. I know that a couple of them are cracked for some reason (they're only 2 years old). The cracks I will fix as time and of course money allows. Locking them will make a big difference in their ability to be efficient. The cracks aren't going to permit the passage of cold air.

The windows on the 3rd floor are in need of replacement. In the wintertime when I lived there, I always made sure to close the door leading to the 3rd floor. It keeps the heat confined to the second floor better that way. If were on the 3rd floor, I used the floor radiators only while I was up there. They would warm up the space quickly. Unfortunately the marks you are referring to on the wall are marks left by a previous tenent leaving that radiator on high and then leaving for the weekend. The warm continuous hot air will leave those stains, which I can fix, but I don't believe this to be a fire hazard. I'm honestly not aware of there being marks on the window (?)

I will rectify the issue of the downstairs light in the hallway as well as the dishwasher and washing machine when I return if thats acceptable. I know I sound like a broken record, but although I was staying on the 3rd floor, I wasn't there all that much and didn't spend much time on the second floor.

I have had the issue with the sink clogging in the past. The best way I found to rectify that is by using boiling water. I would boil about 3 to 4 large pots of water, add salt, and once at a boil dump them down the drain. I found that it works just as well if not better than draino and its better for both the pipes and the environment. If that fails, I can snake then out when I return.

If you'd rather mail the check than go to the bank thats fine. If you are okay with mailing it to them along with a deposit slip the address is :

Norway Savings Bank

PO Box 8550

Portland Maine 04102

Julie's Address is:

172 Bradley St.

Portland Maine 04102

To: Portland Rent Board
From: James Lannon
Re: Tenants Rights Complaint

Hello,

This is in response to the Tenants Rights Complaint issued by Jaime Devins and Evan Long regarding #44 Dirigo St.

Overview:

Jaime and Evan have been my tenants for approximately 12 years. In this time, I have found them to be very good renters and the monthly rent was consistently paid promptly.

They have been on a month-to-month tenancy since about 2014. They have been given the opportunity to enter into a lease, but each time have opted for the flexibility of month-to-month.

Julie and I live separately. We both do our best to manage and care for the property. Typically, she will handle business aspects of the property whereas I will conduct maintenance and repairs when needed.

In April of 2023, Julie and I entered into a discussion regarding the future of the property. Our eldest son has just started college, and his younger brother is finishing his senior year at Portland High School and will be entering into post graduate education in the fall of 2025. We were weighing our options with the property as we take on the role of funding the cost of two tuition payments. During this discussion, I expressed that the unit currently occupied by Jaime and Evan needed a large amount of work if listing the property is what we decide.

Julie had preferred to keep the situation 'as is' and continue to rent to Jaime and Evan. I was opposed, and wanted to reacquire the property to make repairs to the unit as the house is about 100 years old.

In October, Julie entered into conversation with Jaime and Evan regarding a raise in rent. This would bring the monthly rent from \$1150 to \$1250. It's worth noting that this is for a 3+ bedroom unit occupying approximately 1600 square feet. During that discussion, Julie and I were made aware of procedural paperwork that was possibly out of step with Portland Rental Ordinance. Because of this, Julie worked toward trying to get the paperwork in order.

During this time, I still contested her opinion and maintained that the property should be reacquired. My argument was that the repairs and improvements needed would be extensive enough to secure water and electricity to the unit while I completed the work.

In May of 2024, I left Portland to return to work overseas. At this time, the apartment paperwork had not yet been completed. In conversation with Julie, I told her that I would be taking forward steps to reacquire the apartment. At this point to not only make repairs, but also to get the apartment caught up to where all the administrative work was correctly done. On June 1st, I sent Jaime and Evan a certified letter making them aware of the plan effective September 1st.

Response to Complaints:

- 1) *Failing to post in the building or otherwise to provide to us a copy of Portland's tenant rights documents and other required information regarding building-related environmental hazards when Portland's Rent Control Ordinance went into effect and when it subsequently has been updated, in violation of sec 6-224(b) and sec 6-224(c);*

This is accurate. As stated in the 'Details' of the complaints, we too were unaware of the changes to ordinance, and did not post or provided the Jaime and Evan with such. Although ignorance is not an excuse, Julie and I don't make a living as landlords. We chose to rent the unit at what we derived was a fair price for a safe place to live.

- 2) *Falsely registering an inflated base rent amount for the apartment with Portland's rental registration service, in violation of sec 6-151 and 6-233(a);*

When the apartment was registered, we were publishing what we believed the unit to be worth based on what we had researched (comps), not what it was currently rented at. We understood we were renting the apartment to Jaime and Evan far below market value, but were ok with that as they had been solid and trustworthy tenants.

- 3) *Failing to register additional required information about the building, in violation of sec 6-151;*

Similar to the above. The apartment is not where it needs to be administratively. This adds to the decision to vacate the apartment.

- 4) *Falsely registering 44 Dirigo Street as an owner-occupied building with Portland's rental registration service, in violation of sec 6-151;*

At the time of registering, my intention was to move into the building. Financial and personal decisions prevented that and the paperwork has yet to be changed to reflect as much.

- 5) *Raising the rent of our apartment for August 2022 by 9.52%, from \$1050.00/month to \$1150.00/month, without providing the requisite explanation, in violation of sec 6-234(d);*

The above is correct. The apartment was originally rented to Jaime and Evan in 2012 at a cost of \$950. By 2024 the rent was \$1150. An increase of \$200 in 12 years of habitation.

- 6) *Attempting to raise the rent of our apartment for December 2023 by 8.70%, from \$1150.00/month to \$1250.00/month, without providing the requisite explanation, in violation of sec 6-234(d); and*

Knowing that we hadn't properly fulfilled our obligation of completing the paperwork on our end, this increase in rent did not go into effect.

- 7) *Retaliating against us when we requested information about our renters' rights, building-related environmental hazards, and the City-mandated process for a rent increase, in violation of sec 6-237(e).*

Complaint #7 was disappointing to read.

Julie and I were faced with a business decision, and we made the decision that we thought best for us financially. Retaliation is not and has not been how we operate. Julie is a city employee and works as a Programmer for the Parks department and I make my living at sea far from home.

Together, we do our best to raise 2 children and stay active in their lives and our community. As I expressed, Jaime and Evan are great tenants and have been for the last 12 years. If they felt my, or Julie's frustration with the process, then for that I am sorry. The frustration was not directed toward them, nor was there any ill-will directed toward them when I issued the 'Notice to Quit'. In fact, I did reach out to them with a personal email because I did not like how impersonal the Notice template read.

The decision to issue the Notice to Quit was to bring the space back to a place where it needed to be (firstly) so that we have options as to what to do forward (secondly).

Regarding the water being shut off, this is reflective of a customer (me) not paying the bill on time. This is my fault, but was certainly not part of some targeted retaliation. In fact, I can provide proof with how many late payments and disconnections I have personally had for the property at 172 Bradley. I will be enrolling in auto pay to avoid this going forward.

I would also like to address the following:

We already have lived in this apartment through many repairs to the building over the past decade, including heavy roof repairs lasting an entire summer, and accommodating repairs never had been a problem previously, with Jim in 2019 even booking us a hotel room and offering us the use of his own apartment while he made an overnight repair in

the bathroom (Attachment V). Again, no effort or offer was made by the landlords to try to negotiate this situation with us in a way which would not require us to vacate.

This statement is correct. In 12 years of tenancy, there have been repairs.

In response to the roof repair- I was contacted by Jaime and Evan to alert me to a leak. On inspection it was determined that the building needed a new roof. Due to the height above the ground, the estimates to have it done came back between \$30,000 and \$40,000. Knowing that I did not have the financial resources, I made the decision to do the job myself. I hired a helper and we spent approximately 3 weeks in August putting a new roof on the building. This could have been completed in shorter time, but it was my first time replacing a roof.

Also adding to the delay was a request from Jaime and Evan; I had been starting work for the day at 7:30 AM to try and accomplish as much as possible before the heat of the day set in. If you've ever spent time on an asphalt roof in the August sun, I am sure you understand how hot it can get. They expressed that it was too early in the day as they were still sleeping. I conceded to their request and pushed my start time back to 9:00 AM.

As expressed by Jaime and Evan, I have secured them hotel lodging when repairs would displace and inconvenience them. I have also offered them my personal space when plumbing work was done that would interrupt their ability to take showers. I do believe this stipulation is probably mandated within state or city ordinance, but I have never reviewed such ordinance. -I was simply doing what I felt was the right thing to do.

As expressed earlier, I am not a property manager by trade, and it is not my career. I do not own any other income property. Considering that the money that gets reinvested into the property, I also do not make a passive income with the property.

When we purchased the home many years ago, we had many things to consider. One of which was using the property as a vehicle to pay college tuition. Another thought was having the property in the event our aging parents needed to live closer.

To reiterate, there was nothing done that was meant or intended to be of a retaliatory nature. Only a decision to do what was financially prudent as well as to get the unit and all associating documentation up to date and accurate.

James Lannon

44 Dirigo



james lannon

To: Jaime Devins

[↩ Reply](#) [↩ Reply all](#) [➡ Forward](#) [🗉](#) [...](#)

Tue 5/28/2024 5:19 PM

Hi Jaime and Evan,

Hope you are both well.

I wanted to let you know that I would like to reacquire the space at 44 Dirigo St on September 1st. The reasons behind this are about the building and capital repairs I need to make as well as the uncertainty of my own future living arrangements.

It is important to know that this has nothing to do with you guys as tenants. And you will get nothing short of an exemplary recommendation if and when needed.

I wanted to send you this notice in an email, because I will also have to send a certified letter which may come across as somewhat cold and unfeeling.

Best Regards,

Jim

[↩ Reply](#)

[➡ Forward](#)



Memorandum

TO: Zachary Lenhart, Licensing and Housing Safety Manager
CC: Dylan Orr, Rental Registration Coordinator
FROM: Adam O'Connor, Rental Registration Inspector
DATE: July 8, 2024
RE: Rent Control – 44 Dirigo Street

Below is a timeline of contacts and actions associated with the property located at 44 Dirigo Street:

- On June 3, 2024 at approximately 3:55pm a voicemail was left on my office phone by Evan Long (tenant).
 - Tenant requested registration information for the property/unit. Tenant stated they believed the filings may be inaccurate.
- Call was returned to the tenant on June 4, 2024
 - Tenant stated they were a long-time tenant of the unit.
 - Discussed the current registration status of the unit:
 - Long-Term Rental registration documents had not been submitted and fees not paid for 2023 and 2024
 - Informed tenant of the registered base rent of \$1,450 and the exemption claimed for owner occupancy
 - Tenant was asked if they would like to open a code case and complaint on the property. Tenant declined and indicated they would be submitting directly to the Rent Board.
- On June 4, 2024 I drove to the property located at 44 Dirigo to view the property.
 - Pictures were taken of the property from the street and of the mailboxes
 - Property contains 2 units.
 - The name on the mailbox for Unit 1 was “Worden”
 - The names on the mailbox for Unit 2 were “Long” and “Devins”
 - These are the names of the complainants in this matter.



389 Congress Street, Portland, Maine 04101 | 207-874-8300 | rentcontrol@portlandmaine.gov





-NOTICE OF VIOLATION-



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

April 21, 2023

Dear Property Owner/Manager,

The City of Portland requires all Rental Units be registered every year by January 1st. The Licensing and Housing Safety Office records show that your rental property is out of compliance. Renewal requires "Additional Rental Information" for each rental unit be submitted every year and the payment of registration fees.

Registrations that were not completed by February 15 shall be subject to a late fee of \$200 per unit. Registrations shall not be renewed unless and until the registrant submits all required information and pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission.

To avoid further penalties and enforcement actions you must complete an *2023 LONG-TERM RENTAL ADDITIONAL INFORMATION* form for each unit and pay all of the associated fees. A copy of that form is on the back of this letter.

If you fail to complete the rental registration on or before May 31, 2023, then this matter will be referred to the City of Portland Corporation Counsel's Office for legal action, and may include civil penalties at a minimum of \$100 per day, and other legal remedies.

Long Term Rental Licenses can be renewed online through the Citizen Self Service Portal, more information can be found at www.portlandmaine.gov/rental-registration.

Landlords may also submit forms and payment by mail or in person to:

City of Portland - Licensing & Registration
389 Congress St, Rm 307
Portland, ME 04101

Include a check or money order payable to "City of Portland" (please include the license number on check).

If you have questions or believe you received this letter in error, please contact our office at housingsafety@portlandmaine.gov or by phone at 207-756-8131.

Sincerely,

Zachary J. Lenhart

Licensing & Housing Safety Manager

-NOTICE OF VIOLATION-

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



June 7, 2024

Dear Property Owner/Manager,

The City of Portland requires all Rental Units be registered every year by January 1st. The Licensing and Housing Safety Office records show that your rental property is out of compliance due to incomplete registration or failure to register the property. If you no longer own the property or operate it as a long-term rental please let us know, we can be contacted at rentcontrol@portlandmaine.gov or 207-874-8900.

Annual registration of Rental Units requires applicants to:

1. Provide rental information about each rental unit in accordance with the Rent Control Ordinance passed in November 2020.
2. Pay rental registration fees, including any late fees.
3. Disclose any changes to the registration (phone number, email, mailing, etc).

To avoid further fees and enforcement actions you must pay the included invoice and complete the included '2024 Long-Term Rental Additional Information' for each Rental Unit being registered. Registrations are incomplete if the additional rental information for each unit is not submitted.

If you do fail to register on or before July 10, 2024, then this matter will be referred to the City of Portland Corporation Counsel's Office for legal action, and may include civil penalties at a minimum of \$100 per day, and other legal remedies.

You may submit your registration by mail or in person to:

City of Portland - Licensing & Registration
389 Congress St, Rm 307
Portland, ME 04101

Include a check or money order payable to "City of Portland" (please include the invoice number on check).

More information and electronic forms can be found at www.portlandmaine.gov/rental-registration.

If you have questions or believe you received this letter in error, please contact our office at rentcontrol@portlandmaine.gov or by phone at 207-874-8900.

Sincerely,

Zachary J. Lenhart
Licensing & Housing Safety Manager



Mercedes Bohaty <mbohaty@portlandmaine.gov>

Julie Contreras Lannon / May 5th hearing supporting documents

Julie Contreras-Lannon <jeclannon@gmail.com>

Mon, Jul 29, 2024 at 9:42 AM

To: rentboard@portlandmaine.gov

Dear Portland Rental Board,

My name is Julie Contreras -Lannon. Along with James Lannon, I am the co-owner of 44 Dirigo St.

Jaime and Evan have lived in apartment number 2 for approximately 12 years and have been tenants at will for approximately 7 years.

I apologize for my absence during the July 24 rental board hearing. My work commitments kept me from being on the call and I was under the impression that it was more of a mediation hearing and that it would be sufficient for Jim to attend. I have since had time to review the minutes from the July 24th meeting and plan to be present at the follow-up meeting on August 5th to answer questions that you may have.

In listening to the July 24th recording, it has become apparent that the rental board would like some sort of evidence to show that our decision to cease renting to Jaime and Evan.

I am not sure specifically how to prove non-retaliation, but I can show that I had made it apparent to Jaime and Evan that we were in the process of deciding the future of Dirigo St and for that purpose, could only offer a 6 or 9 month lease. In the attached Text messages, I had informed them as such.

The information given to them in the texts (attached) consists of :

"...if you did a lease in December it wouldn't be for 12 months, it would be for 6 or 9 months"- Oct 1 2023

"And I need to talk to Jim he mentioned wanting to have a 6 month lease in place" – Oct 5, 2023

"Just as a heads up, we are going to making some decisions for the future about Dirigo St this spring" – October 6, 2023

"So maybe it's time to get all of this in writing? I am only willing to do a 6 or 9 month lease at this time. Let me know what works. – November 14, 2023

I highlight the above correspondence which can also be seen in the attached to show that Jim and I were letting them know that we couldn't commit to a full 12 months because we had to reassess what our goal with the property was during the 3rd quarter of 2024.

I was also very surprised to read that I was labeled as belligerent during the appeal hearing. I do not believe that a person can be labeled as belligerent based off of text correspondence. I do know that tone and context can be lost in text and as shown in the attached, I made a good faith attempt to meet with Jaime and Evan face to face so as to communicate more effectively.

Best Regards,
Julie Lannon

3 attachments



image0.png
245K



Text Exchange.docx
1969K



Exchange.pdf
40K



Julie Contreras-Lannon <jeclannon@gmail.com>

Exchange

Julie Contreras-Lannon <jeclannon@gmail.com>
To: Julie Contreras-Lannon <jeclannon@gmail.com>

Mon, Jul 29 at 7:55 AM

On Nov 16, 2022, at 5:06 PM, james lannon <lannon4@hotmail.com> wrote:
Sorry about your foot.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Julie Contreras-Lannon <jeclannon@gmail.com> Date: 11/17/22 05:46 (GMT+08:00)

To: james lannon <lannon4@hotmail.com>

Subject: Re: Hi

I also rolled my foot <image0.jpeg> <image1.jpeg>

Sent from my iPhone

On Nov 16, 2022, at 4:43 PM, james lannon <lannon4@hotmail.com> wrote:

Hello,

Matt Solak. His cell is +1207 329 4984.

I would try texting him. Give him the address and tell him he installed it in June. Let me know what he says.

Jim

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Julie Contreras-Lannon <jeclannon@gmail.com> Date: 11/17/22 05:14 (GMT+08:00)

To: lannon4@hotmail.com

Subject: Hi

Sun, Jul 28 at 11:26 PM

Julie Contreras-Lannon <jeclannon@gmail.com>

Your almost home ! I have a running memo tab to discuss with you. At the moment I am dealing with Dirigo ST . Jamie texted me that when they turn on the heat it smells

" Hi Julie, we've been running the heat recently due to the colder weather, and it's been making a funny smell that can best be described as "cow pasture." We haven't had to run it until this week as it's been a mild fall, and we're thinking it could be an issue with the new burner? We've never smelled anything like this before when running the heat. We ran it for an hour more than once and have had to air out the apartment after each time. We thought that maybe it was something about the new burner that just had to be burned off, but it hasn't improved. The carbon monoxide detectors haven't gone off, but in addition to the smell we're concerned about what could be in the fumes since it's part of the oil system."

" Just to clarify about the smell, "cow-pasture" is pretty much exactly it. It smells oddly like being near a zoo or horse stables or something like that, not a "rotten egg" smell as would be associated with gas."

" Right, the smell is about an 80% match for manure specifically, that kind of musky smell you smell around cows and horses or at a zoo. For what it's worth, we don't smell anything off about the regular hot water. We've run many showers and other hot water since the boiler was installed, never noticed the smell until we started running the heat though."

So i called wayne , he told me to call a plumber . Got a plumber (caizzo cant do it because they cant do oil) who put in the boiler ? And do you know what type it is ?

This is part of my stress . I cant give dirigo the attention it needs . We need to discuss what to do with it. I dont want to sell it . I think it might be a good option for Colin. Its a lot.

So much to look forward too , love

Sent from my iPhone



Gmail - Checking in



Julie Lannon <44dirigost@gmail.com>

Checking in

Jaime Devins <jaime.devins@hotmail.com>
To: "44dirigost@gmail.com" <44dirigost@gmail.com>

Sun, Jul 8, 2018 at 9:26 PM

Hi Julie,

Yes, we are planning to close Jet at the end of August, but we have other plans for local work and don't plan to move. We'd like to continue with the month-to-month arrangement that we've been on so far.

All the best,
Jaime and Evan

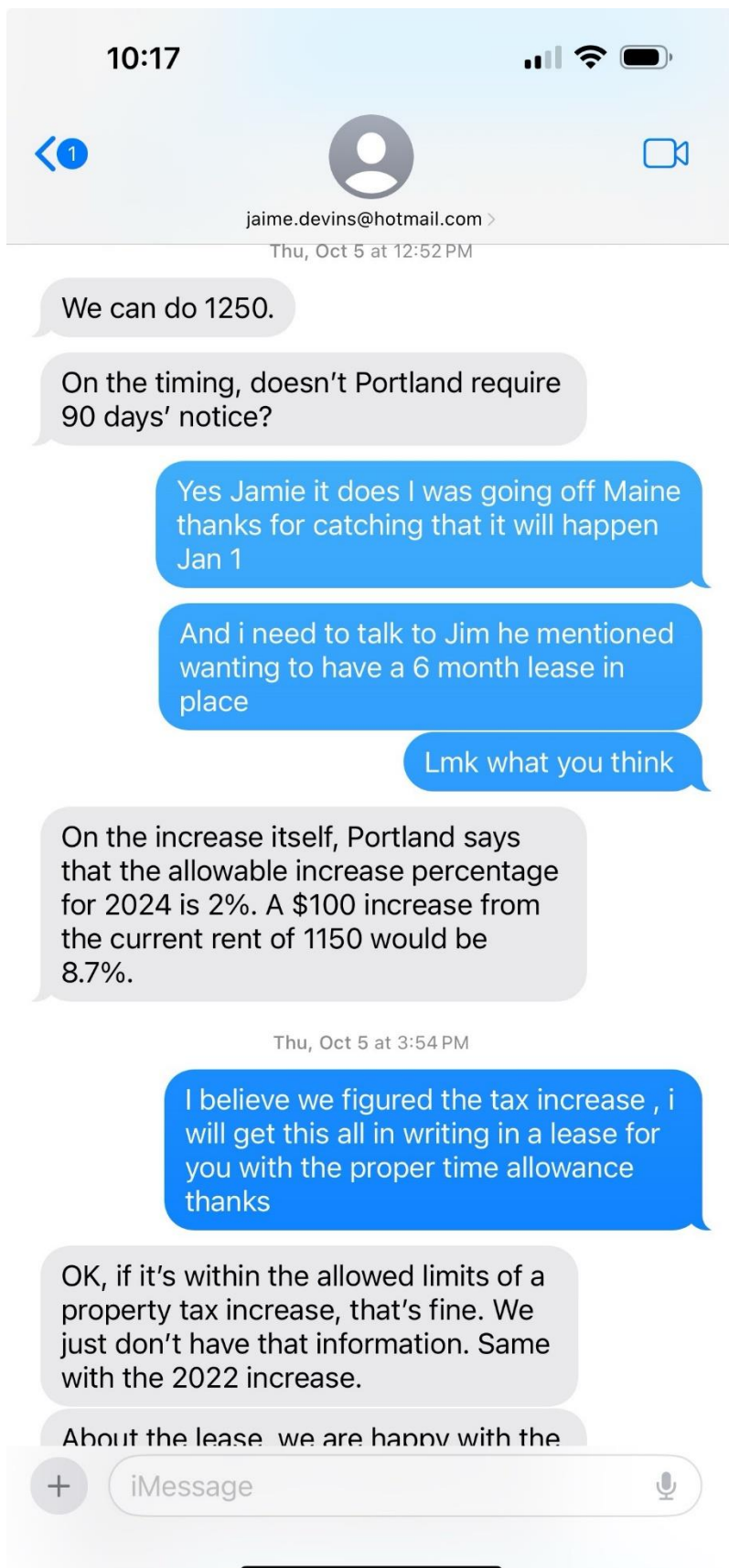
From: 44dirigost@gmail.com <44dirigost@gmail.com>
Sent: Saturday, July 7, 2018 8:54:43 AM
To: jaime.devins@hotmail.com
Subject: Checking in

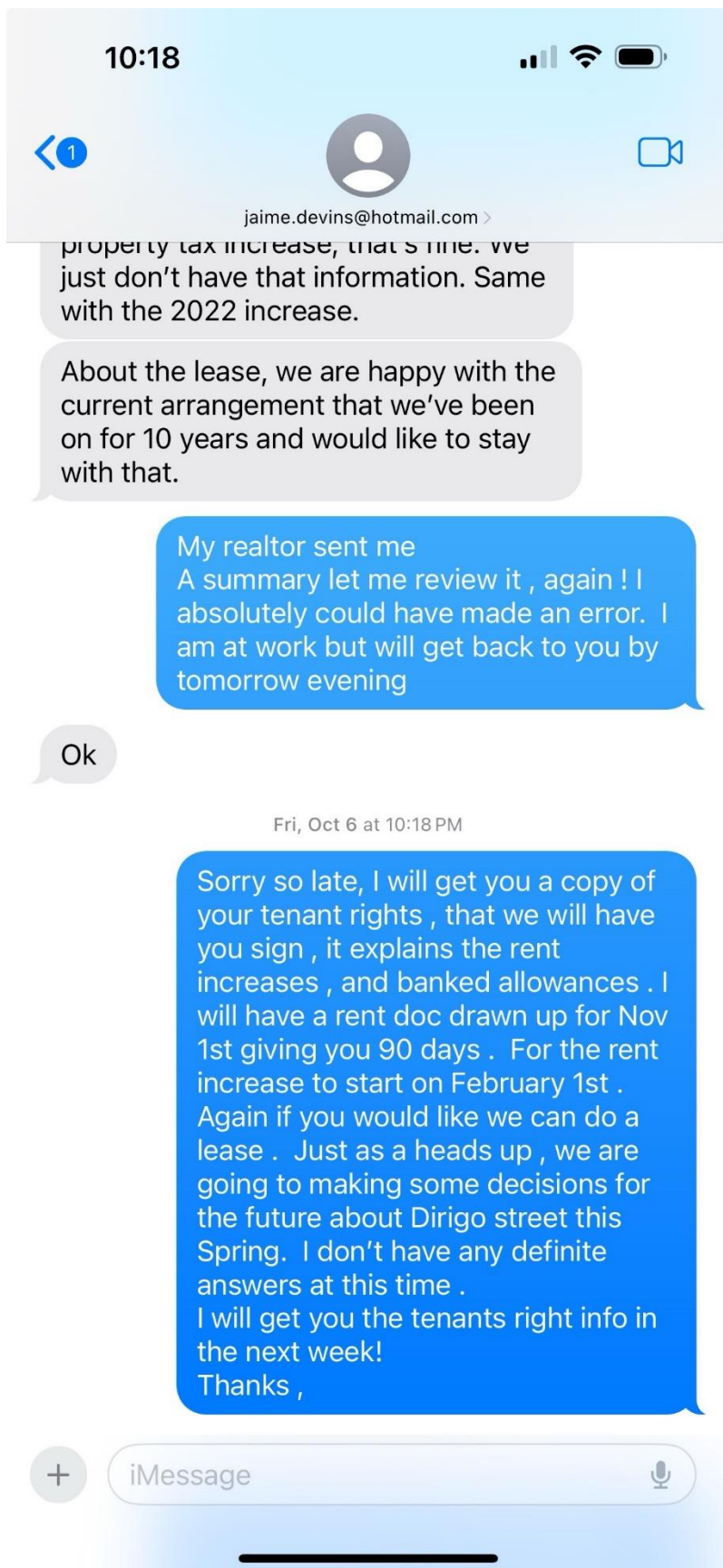
Hi Jaime ,

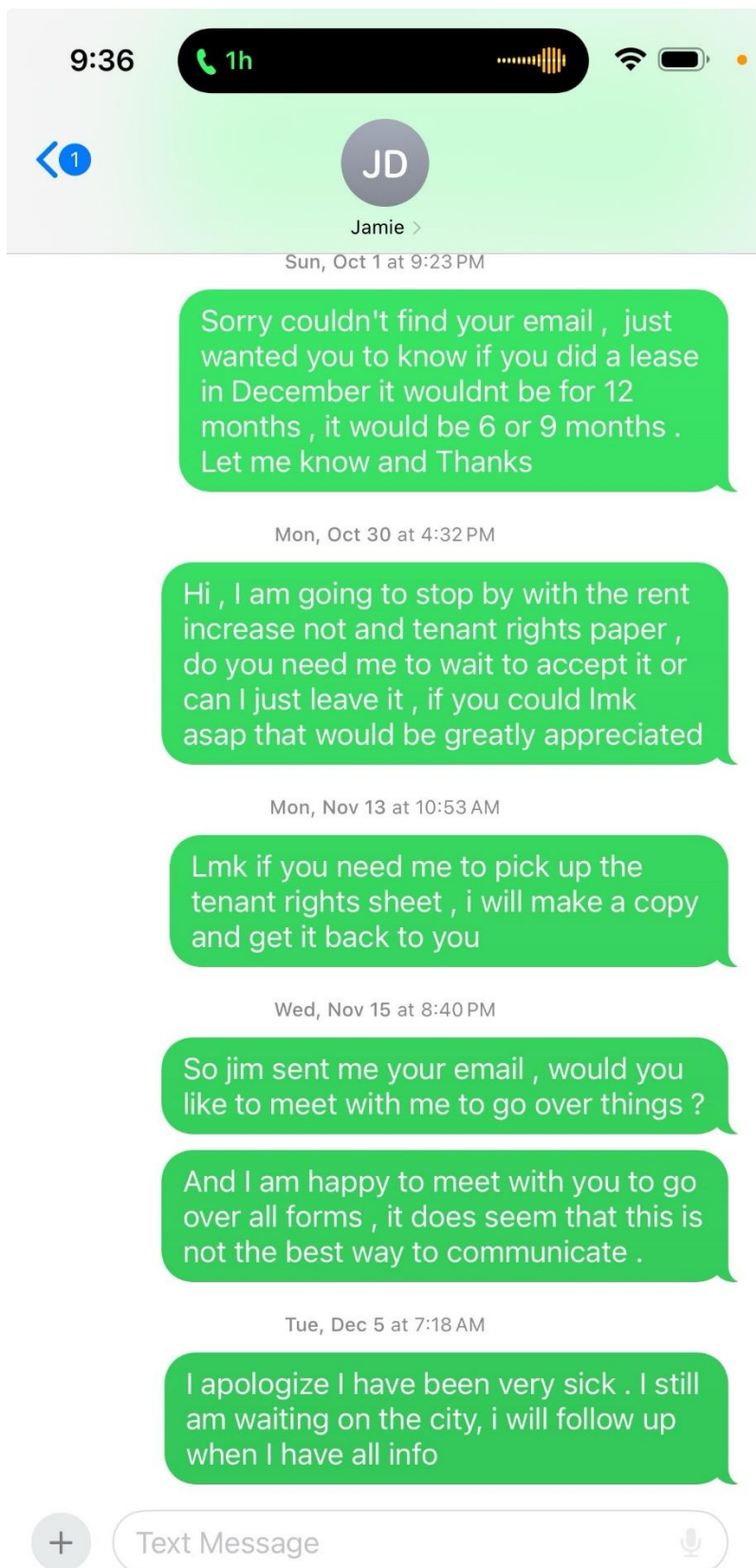
I hope you are enjoying the long anticipated summer! I did see that Jet Video was closing. Will you guys be staying at Dirigo? It's a great time to do a lease if you guys are interested in another for a year ? No rent increase. I would do August - August. Let me know when you have a chance.

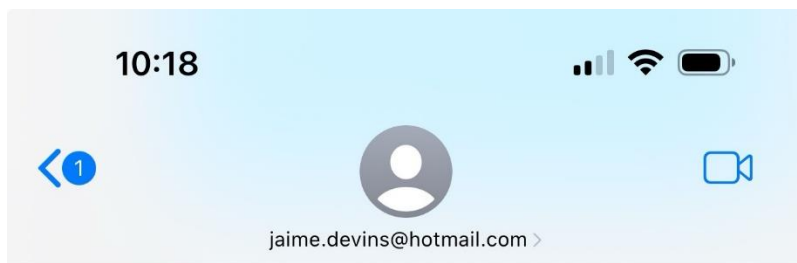
It isn't a big deal to me. Please let me know as soon as you can if you are not staying. I may be down there today or tomorrow. Trying to teach my 14 year old lawn work. I am failing miserable!

Enjoy the weather and again thank you ,
Julie Lannon







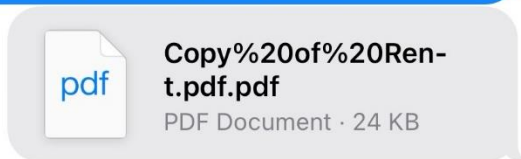


Fri, Oct 6 at 10:18 PM

Sorry so late, I will get you a copy of your tenant rights , that we will have you sign , it explains the rent increases , and banked allowances . I will have a rent doc drawn up for Nov 1st giving you 90 days . For the rent increase to start on February 1st . Again if you would like we can do a lease . Just as a heads up , we are going to making some decisions for the future about Dirigo street this Spring. I don't have any definite answers at this time . I will get you the tenants right info in the next week! Thanks ,

Mon, Oct 30 at 8:45 AM

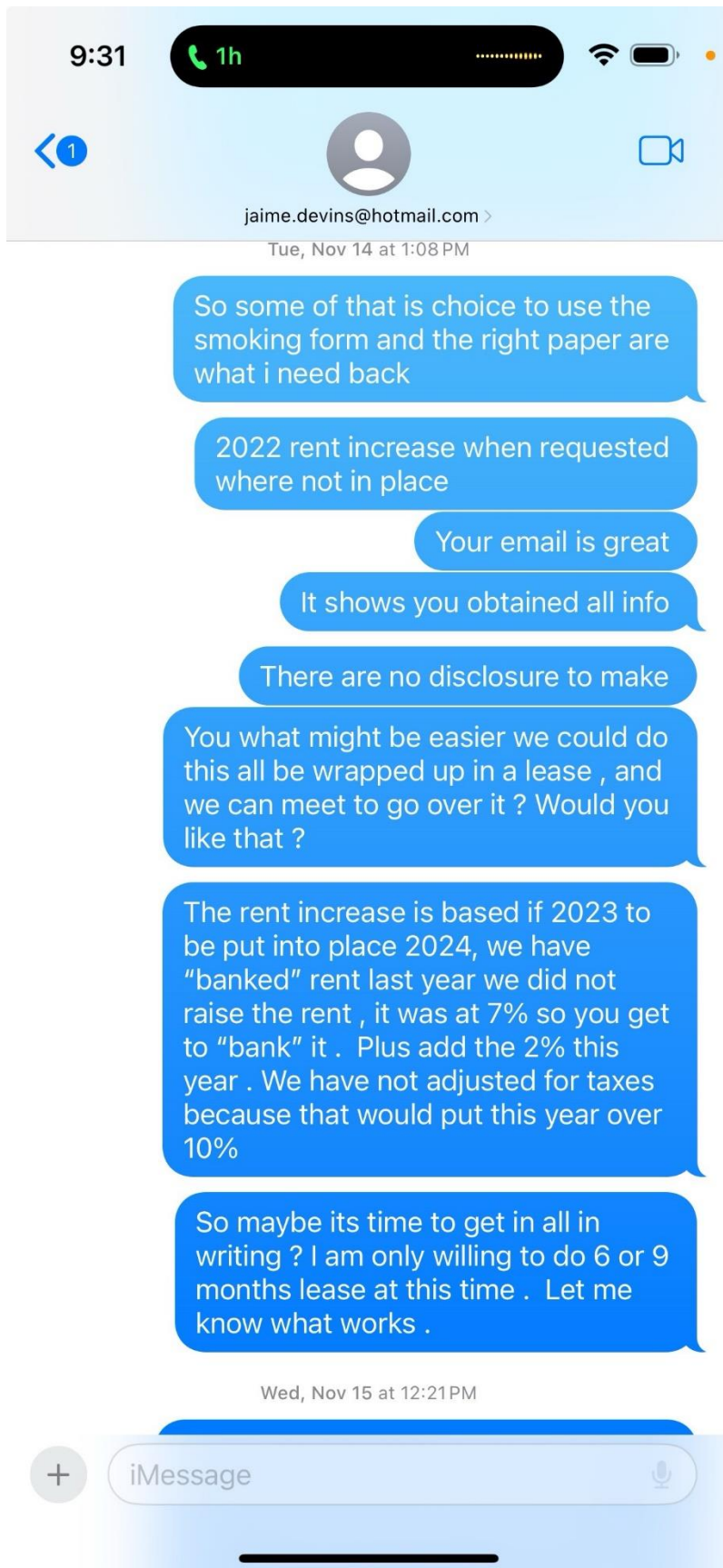
Hi guys , here is your 90 day notice of the rent increase . I will be dropping off a printed copy later. I also have some paper work for you to look at and get back to as soon as you can. Thanks again for your patience



Mon, Oct 30 at 4:38 PM

Hi, drop off is ok







Mercedes Bohaty <mbohaty@portlandmaine.gov>

Lannon 44 Dirigo Street Rent Control Board

Oliver Garthwaite <ogarthwaite@gmail.com>

Sun, Jul 28, 2024 at 7:31 AM

To: rentboard@portlandmaine.gov

Hello,

My name is Oliver Garthwaite and I'm sending this message on behalf of James Lannon.

In April of 2023, I stopped by the residence of Julie Lannon at 172 Bradley to drop a guitar off that I was gifting to thier son Colin. It was a nice day and Jim, Julie, and myself were sitting outside chatting.

During the conversation, Jim had asked my opinion of heating work, specifically what was involved when removing and replacing a oil tank from a basement. I believe Jim was asking because I had mentioned to Jim that I had performed this task once before in my residence.

The conversation continued to other household projects that Jim was talking about. I was initially confused by his question because I thought he was referencing Julie's home on Bradley St. Jim corrected me to explain that these projects were going to be undertaken at 44 Dirigo St. in the upstairs apartment. I asked Jim how he thought he was going to manage that and he explained that if he could get his financials in place to afford it, he would try to move ahead with the projects near the end or 3rd quarter of 2024.

I can be reached at the attached email address if needed to answer any questions pertaining to the above.

Respectfully,
Oliver Garthwaite

Sincerely,
Oliver C. Garthwaite

44 Spar Lane
Portland, ME 04102
(207) 939-2818 mobile
ogarthwaite@gmail.com

July 29, 2024

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

Dear members of the Rent Board,

Thank you for giving our complaint and our statements at the 7/24 hearing your careful consideration. We present this additional statement:

- 1) to highlight facts which emerged via the landlords' response letter and their statements at the 7/24 hearing and which add to the evidence that the landlords engaged in conscious violations of our tenants' rights under the Rent Control Ordinance, including retaliation; and
- 2) to update our requests.

Unless otherwise stated, this document adds to our previous complaint and does not replace it.

Details (addition)

Regarding item #3, the failure to register information about the building with the City, the landlords replied in their letter, "The apartment is not where it needs to be administratively. ***This adds to the decision to vacate the apartment.***" [emphasis added] As there is no preventative effect of our residing in the apartment on the landlords' ability to fill out the City's rental registration paperwork – it is, in fact, what every other legally compliant landlord in the city does and is required to do as part of the normal course of having a tenant – this is an admission of retaliation. The landlords have here stated that our complaint about their not fulfilling their legal requirements was why they ended our tenancy. Together with what we have presented previously on this topic, no further evidence should be required.

Regarding item #1, the failure to provide us with notice of our tenants' rights, the landlords did not contest this, replying in their letter, "This is accurate." Therefore, if the landlords' retaliation succeeds in driving us out of our apartment, we will be leaving without ever having been presented with a proper version of our Tenants' Rights form, the radon testing information, or any of the other required materials to which tenants are entitled under the Rent Control Ordinance (RCO) and Maine law.

Further, the landlords have made repeated references to the idea, as stated in their response letter under this point, that "Although ignorance is not an excuse, Julie and I don't make a living as landlords." Although the exact amount of money the landlords make from our rent, let alone the enormous amount of value they have gained in the building while we have been paying its mortgage, has not been clearly established, it is legally irrelevant and should be disregarded as tenants' rights do not cease when landlords don't know that they exist, nor are they based on the amount of profit that landlords are making on rent. More to the point, however, the landlords' claim of ignorance is a lie because they were demonstrably fully aware of their RCO responsibilities as early as November 2023, when we e-mailed them all of the relevant links along with a written request for the completed forms as shown in Attachment J of our original complaint. (Julie also stated that she was in touch with a realtor about the RCO previously as well as shown in Attachment H.) The landlords subsequently made the conscious

decision not to fulfill these responsibilities for months before finally just issuing us an illegal and retaliatory Notice to Vacate to try to rid themselves of the problem: tenants who insisted on our rights' being respected.

Regarding item #4, the false registration of 44 Dirigo Street as an owner-occupied building, this is uncontested, with the landlords replying in their letter, "At the time of registering, my intention was to move into the building." However, per Evan's June conversation with Portland Rental Registration Inspector Adam O'Connor, the owner-occupied status was filed in 2022, prior to even the earliest of Jim's shifting and shadowy timelines for when he might or might not possibly decide to move in to do some amount of work on the building – which, as clarified at the hearing, only would require us, the tenants who complained, to move out, even though the nebulous repairs plan allegedly might involve his single-handed total replacement of the building's heating system as stated at the hearing. This is another deliberately deceptive statement by the landlords, and it indicates their contempt. (It might be worthwhile to have participants swear in for these hearings.)

Regarding item #2, the falsely inflated base rent amount filed with the City, the landlords replied in their letter, "When the apartment was registered, we were publishing what we believed the unit to be worth based on what we had researched (comps), not what it was currently rented at." However, that is not what base rent means, as is indicated on the City's self-service website and in all other easily Internet-searchable materials discussing base rent, a core concept in the RCO. This was therefore admittedly yet another deliberate deception by the landlords which was intended to benefit themselves in violation of the RCO. As with the others like it, it casts additional doubt on their credibility when they attempt to present themselves as innocent, respectful, and well-meaning folks who simply made some (honest) mistakes.

Regarding item #5, the raising of our rent in August 2022 by 9.52%, on May 25, 2022, the landlords replied, "The above is correct." It is therefore uncontested that this rent increase was legally void. Per the RCO as described in our original complaint, we are therefore entitled to a refund of \$2400 to return the \$100 of illegally high rent we overpaid for 24 months, from August 2022 through July 2024.

Regarding item #6, the text-message notice on October 1, 2023 of a proposed \$1250/mo rent increase for December 1, 2023 (later moved to January 2024 and then February 2024), the landlords replied in their letter, "Knowing that we hadn't properly fulfilled our obligation of completing the paperwork on our end, this increase in rent did not go into effect." While this is true in that we continued to pay the lower, but still illegally high \$1150 rent amount past any of these dates, we did so not knowing if this was going to cause the previous tensions with the landlords to re-escalate as they had left this question hanging. This uncertainty added greatly to our stress and sense of housing insecurity all throughout the rest of the fall, winter, and spring. We eventually found that the landlords chose to resolve this question not through the simple means of filling out the rent increase notice form provided by the City, which we had sent them multiple times through e-mail and were waiting for them to do as they had repeatedly assured us they would do, but by retaliating with an illegal Notice to Vacate on May 31, 2024.

Regarding item #7, retaliation and the making unavailable of a dwelling to us following a protected assertion of our rights and interests under the Rent Control Ordinance, we have addressed this a number of times in the earlier points as it is the central point to which most of these others relate. We just wish to add these to the points that we already have presented in our original complaint.

In summary, throughout the landlords' statements, there is a pattern of denying wrongdoing, including retaliation, in name while admitting it, either directly or indirectly, in fact. We want to emphasize that whether or not the landlords choose to think of or try to present themselves as people who would engage in retaliation or other violations of our tenant rights is not at issue; what is at issue is that the landlords' behavior is consistent with the City's definitions of these violations, and the Board therefore must act.

Requests (addition)

Since the landlords have made a number of false filings related to the building and have unsuccessfully lied to the Board and to us in an attempt to cover their violations of our tenant rights – truly, dealing honestly with us at the start would have meant no harm to us and no need for our complaint or for these hearings – we request that their contempt for the Board and for the RCO and the tenants' rights this City has upheld and expanded democratically multiple times be factored not only into considerations of their credibility but also of their potential to re-offend and therefore of how they should be penalized.

Additionally, the landlords not only have not shown any remorse for the harm their actions have caused us, but they actually became more defiant as the 7/24 hearing went on. This again speaks to the landlords' contempt for the RCO and tenants' rights, a contempt which led them to issue us a retaliatory Notice to Vacate because we held up the RCO in defense of our rights and refused to settle for a partially whited-out mangling of them. It also speaks again to the landlords' potential to re-offend and therefore should be considered in determining penalties.

While we stated in our original complaint and in our opening statement at the 7/24 hearing that we were not interested in seeing the landlords fined beyond what was necessary to compel them to rescind the retaliatory Notice to Vacate, we add now to our requests that the landlords be fined and otherwise penalized as heavily as possible for every violation the Board finds. For people like the landlords, who are so personally convinced of being in the right and of the validity of operating on their own rules while consciously violating the rights of people whose housing they control, such measures are necessary as a deterrent against future violations which they undoubtedly will consider perpetrating.

Additionally, this case must serve as an example and warning to other Portland landlords. The City's enforcement of the RCO has not been nearly proactive enough; for example, the packet of materials for our 7/24 hearing shows that the City had issued the landlords an April 21, 2023 Notice of Violation which does seem to have been followed up, thereby sending the message that compliance with these regulations is functionally optional, which may have emboldened them to embark on their course of retaliation against us. This needs to be addressed in its own right as well, but in the meantime, delivering memorable penalties to the landlords in this case will serve as a stopgap effort to chill other landlords' temptations to engage in retaliation as an end run around RCO-related complaints. To be clear: if the Board does not lay out strong precedent severely penalizing retaliation while improving the procedures for handling it in a timely manner, i. e., as the emergency that it is, the entire RCO is at risk of being trampled, with tenants who complain ending up on a countdown to eviction as has happened to us. While the landlords' illegal and retaliatory Notice to Vacate was issued to us on a 90-day basis, other victims of retaliation may not be so lucky.

Accordingly, to re-iterate our requests to incorporate these additions and changes:

- 1) We request to receive a properly completed copy of our Tenant Rights Form along with accurate and properly completed copies of all other forms and materials required by the State of Maine, including the Energy Efficiency Disclosure form, the Lead-Based Paint Disclosure form, and the Radon Disclosure form. We also request that the landlords be fined the maximal amounts for their years-long failures to provide these prior to this formal complaint and hearings, which have been a drain on time and resources that could have been much better spent.
- 2) As our rent amount properly is and has been \$1050/month since August 2022, and the landlords filed a fraudulent base rent amount with the City, we request that the base rent in the City's records be updated to \$1050, with the previous rent having been \$950. We also request that the landlords be fined the maximal amount for this knowingly false filing, which, if undiscovered, could have been used by them as a basis for charging future tenants illegally high rent amounts.
- 3) As the landlords failed to register the building properly with the City's long-term rental registration service, we request that they be required to file correctly anything that has not been corrected as of this time. We also request that they be fined the maximal amount for failing to do this when required.
- 4) We request that the City's records be corrected to show that 44 Dirigo Street is not owner-occupied. We also request that the landlords be fined the maximal amount for this knowingly false filing.
- 5) As the landlords have agreed that the 2022 rent increase was improper and, as indicated by the RCO, legally void, we request to receive a refund of \$2400 for the 24 months of illegally high rent we have paid since August 2022. Additionally, we request that the Board require the landlords to rescind all rent increases imposed and/or banked on the property from the beginning of the period when the RCO went into effect through the date of this letter. We request that you insist that they provide 90 days notice, according to the required process, for any future rent increases only after they have achieved full compliance. We request that you set the banked rent at what is fully allowable and that you limit any 2024 increase to 2%, plus the banked rent you determine to be allowable, if any. We request that it be noted that under no circumstances should our vacation of the apartment from this point forward be considered "willing" and therefore eligible for an additional rent increase amount. We also request that the landlords be fined the maximal amount for this improper rent increase.
- 6) As the landlords had no right to issue us an illegal and retaliatory Notice to Vacate on May 31, 2024, we request that the City fine them at least \$200 per day since the date the Notice was issued until they rescind it. That they do this unconditionally is the only RCO-compliant outcome. The landlords, again, had no right to issue it, and they do not have any right now to use its rescission as leverage for imposing conditions on us. Such a scenario, in fact, would be coercion and only can be considered an extension of their initial retaliatory course action. We wish to highlight further that this is exactly what the landlords were arguing for at the 7/24 hearing (that they would rescind it if and only if we signed a lease), further indicating their brazen commitment to violating our rights through retaliation.
- 7) If the landlords rescind the retaliatory 5/31 Notice within 30 days of our vacating the apartment due to an obligation of ours which commits us to alternative housing, any such housing being that which we were forced to seek solely due to the landlords' issuing of the retaliatory 5/31 Notice, we request an exemption for the final month's rent, whether it be September 2024 or later, which we otherwise would be required to pay per applicable tenancy at-will regulations.

8) Similarly, we request that it be put on record now that we have dealt no undue damage to the apartment in the twelve years we've been renting it beyond the normal wear and tear of the structure and the landlord-supplied appliances and that we are expecting our security deposit to be returned to us in full when we vacate it.

9) Because the only reason we are now engaged in a determined, demanding, and costly search for alternative housing is the retaliatory 5/31 Notice, combined with the months preceding it of the landlords' refusal to negotiate, or even communicate, with us in good faith following our initial tenant rights complaints to them (i. e., we had been worrying about and bracing for this possibility since the communication breakdown with them began in fall 2023), we request compensation for our material expenses related to this search, which the landlords illegally forced us into, and for our pain and suffering related to our housing insecurity. Because of the untimely handling of our complaint and because of the untenability of continuing to rent from the landlords longer than is needed for us to secure alternative housing that we deem adequate, this is now the only practical way to begin to make right the still-unresolved harm done to us by the landlords' retaliation and other violations of our rights.

In other words, no matter what happens from this point forward, although they may be fined heavily, the landlords will have obtained the primary outcome for which they illegally set out: getting rid of us as tenants. For our part, we've broken no laws, yet we're losing our longtime home of twelve years, which is, to say, our entire lives in Portland. If this isn't a scenario that the RCO was intended to prevent, we don't know what is. For us, it's also all the more bitter to know that the impetus for this traumatic upending of our lives was the landlords' petty refusal to fill out paperwork correctly and to follow a simple rent increase procedure which we spelled out to them plainly.

All of this has happened because of the landlords' illegal actions, and without restitution, we will end up with nothing for having been the direct victims of the most serious injustice of this entire complaint. We are aware that the Board has not considered many cases of retaliation previously, but if you are serious about enforcing the RCO, it is time now to lay out a proper procedure for restitution for victims of retaliation which does not require victims to continue to entrust our housing to those who perpetrated retaliation against us. To require this as the only path forward would be similar to suggesting that a victim of assault necessarily can be made whole by entering into marriage with their assailant. The damage has been done, and we must move on at great personal cost, financially and otherwise. Because the landlords' illegal actions put us in this position, we must receive restitution.

Sincerely,
Jaime Devins and Evan Long

44 Dirigo St.

james lannon <lannon4@hotmail.com>

Tue, Jul 30, 2024 at 9:52 AM

To: "jamie.devins@hotmail.com" <jamie.devins@hotmail.com>

Cc: "rentboard@portlandmaine.gov" <rentboard@portlandmaine.gov>, "juliecontr@hotmail.com" <juliecontr@hotmail.com>

Hello Jaime and Evan,

After taking the time to consider the board hearing on July 24th, I have come to conclude the following.

You are correct, I do not need you to move to begin to move forward with the smaller and less invasive repairs that will not affect your habitability.

In an effort to move forward positively, I am willing to extend you to a 6, 9, or 12 month lease of your choosing at the current rent of \$1150.00 while you continue your search for a suitable residence if you chose to withdraw your complaint.

In the event you find a new residence, I would release you from the lease if I am provided with a 30-day notice.

Best Regards,

James Lannon