RENT BOARD
August 28, 2024
5:00 PM

ZOOM INFORMATION:

a. Please click the link below to join the webinar:
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II. ROLL CALL:

III. APPROVAL OF MINUTES

a. July 24, 2024 Minutes

b. August 5, 2024 (Special Meeting) Minutes

IV. COMMUNICATIONS:

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

a. Memo regarding 36 Sawyer St

b. Written Public Comment

V. UNFINISHED BUSINESS:

a. Tenant Rights Appeal - Public Comment
Appellant: Jaime Devins & Evan Long, 44 Dirigo St #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

b. Schedule Rent Increase Appeal Hearing for 59 State St & 655 Congress St

c. Changes to Rent Board Rules & Procedures

VI. New Business

a. Rent Increase Application - Public Comment
Owner: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101
Representative: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101
Address: 231 State St
CBL: 046-A-010-001

b. Rent Increase Application - Public Comment
Owner: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101
Representative: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101

Address: 221 Woodford St
CBL: 130-E-001-001

c. Rent Increase Application - Public Comment
Owner: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101
Representative: BJB Realty LLC, 175 Lancaster St Ste 209, Portland, ME 04101
Address: 124 Emery St
CBL: 062-C-009-001

d. Rent Increase Application - Public Comment
Owner: Evan Kumagae and Emily Kumagae, 175 Soper Rd, Durham, ME 04222
Address: 23 Pembroke St
CBL: 428-B-006-001

VII. Adjourn

Remote Rent Board Meeting Minutes - Held Via Zoom

July 24, 2024

II. Roll Call - 0:00:28

Christopher "Buddy" Moore, Tenant, District 3 - Chair
Kristen Carreras, Landlord, At-Large
Philip Mathieu, Tenant, District 5 - Vice Chair
Anne-Laure Razat, Tenant, At-Large
Matthew Walker, Tenant, District 2
Caleb Roebuck, Tenant, District 4 (absent at time of roll call)
Matthew Lax, Tenant, District 1 (absent)

Staff present:
Dylan Orr, Rental Registration Coordinator
Adam O'Connor, Rental Registration Inspector
Benjamin Plante, Esq., Counsel for the Rent Board

III. Approval of Minutes

a. June 26, 2024 Minutes - 0:00:55

0:03:09 - Philip Mathieu moves after amendment of minutes (changing vote from 5-0 to 4-0 at timestamp 1:39:50) to approve minutes. Seconded by Matthew Walker. (5-0; Roebuck and Lax absent) The motion passes.

IV. Communications

a. Rent Control 2024 Quarter 2 Report - 0:04:24

0:04:33 - City staff provides a brief summary of the Quarter 2 Rent Control Report presented to the Housing and Economic Development Committee.

0:05:04 - Caleb Roebuck joins the meeting.

0:05:20 - The Chair elects to take up items VI.a. and VI.b. out of agenda order for the benefit of the interested parties.

0:15:55 - The Chair schedules a special meeting for August 19, 2024 to hear the tenant rights hearings for 655 Congress Street and 59 State Street.

V. Unfinished Business - 0:16:15

a. **Rent Increase Application** - 0:17:00
Owner: Forty Nine LLC, 82 Hanover St. Portland, ME 04101
Property Address: 19 Parris St, Units 1-9
CBL: 033-I-005-001

0:17:02 - Anne-Laure Razat and Caleb Roebuck state on the record the preparations they have made for the meeting due to absences at the previous meeting.

0:18:35 - David Bergeron provides a summary of the connection between the application and previous ordinance as well as details requested by board members from the previous meeting.

0:34:37 - Kristen Carreras moves to approve the application with the requested increase as presented. Seconded by Philip Matthieu. (3-2; Moore and Roebuck vote no, Lax absent, Walker recused) The motion fails.

0:46:35 - Chair Christopher "Buddy" Moore moves to grant a rent increase of $7,562.74 to be divided by the number of units (9) and 12 (months) equaling $70.03 per month, for additional housing service costs beyond the CPI escalator. Seconded by Caleb Roebuck. (2-3; Carreras, Matthieu, and Razat vote no) The motion fails.

1:00:05 - Phillip Matthieu moves to table the application to the special meeting scheduled on August 19, 2024. Seconded by Caleb Roebuck. (5-0; Lax absent, Walker recused) The motion passes.

b. **Rent Increase Application -** 1:07:10
Owner: Spar Inc, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 20 Melbourne St, all 7 units
CBL: 014-G-014-001

No tenants spoke as objectors.

1:08:20 - Public comment received from Matthew Walker.

1:14:23 - David Bergeron responds to public comment.

1:15:55 - Phillip Matthieu moves table questions and deliberations to the special meeting scheduled on August 19, 2024. Seconded by Caleb Roebuck. (5-0; Lax absent, Walker recused) The motion passes.

c. **Rent Increase Application** - 1:16:52
Owner: West Company, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 55 William St, all 12 units
CBL: 116-A-025-001

No tenants spoke as objectors

1:17:28 - Public comment received by Matthew Walker.

1:19:50 - David Bergeron responds to public comment.

1:21:18 - Kristen Carreras moves table questions and deliberations to the special meeting August 19, 2024. Seconded by Christopher "Buddy" Moore. (5-0; Lax absent, Walker recused) The motion passes.

d. **Rent Increase Application - 1:22:03**
Owner: West Company, 82 Hanover St, Portland, ME 04101
Agent: David Bergeron with Port Property, 82 Hanover St, Portland, ME 04101
Address: 60 Carleton St, all 4 units
CBL: 063-D-013-001

No tenants spoke as objectors.

No public comment received.

1:22:58 - Anne-Laure Razat moves table questions and deliberations to the special meeting scheduled on August 19, 2024. Seconded by Phillip Matthieu. (5-0; Lax absent, Walker recused) The motion passes.

VI. New Business

a. **Schedule Tenant Rights Hearing: 655 Congress St -** See 0:05:20

b. **Schedule Tenant Rights Hearing: 59 State -** See 0:05:20

c. **Rent Increase Application -** 1:25:56
Owner: West Street Partners LLC, 82 Hanover St Suite 5, Portland, ME 04101
Agent: Caleb Normandeau with Port Property, 188 State St Unit 309, Portland, ME 04101
Address: 40-42 West St, all 12 units
CBL: 063-004-001

1:26:13 - Matthew Walker gives details about reasons why he has been recused for previous Port Property applications.

1:59:00 - Kristen Carreras moves to recuse Matthew Walker on 40-42 West Street based on previous bias shown to Port Property. Seconded by Christopher "Buddy" Moore. (1-4; Razat, Mathieu, Carreras, and Roebuck vote no, Lax absent, Walker recused) The motion fails.

2:02:44 - David Bergeron presents their case for 40-42 West Street.

2:53:23 - Kristen Carreras moves to table the application to the next regularly scheduled meeting to allow the applicant to come back with listed requests for additional information. Seconded by Philip Mathieu. (6-0; Lax absent) The motion passes.

3:01:28 through 3:08:48 - The Board takes a brief recess.

d. **Tenant Rights Appeal -** 3:08:50
Appellant: Jamie 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

3:09:43 - Evan Long presents the complaint.

3:39:37 - James Lannon responds to the complaint.

3:52:27 - Public comment received from Bradley Davis.

3:57:29 - Evan Long responds to comments from James Lannon and the public.

4:10:47 - James Lannon responds to public comment and comments from Evan Long.

5:31:41 - Philip Mathieu moves to table the item to August 5, 2024 and to provide both parties time to submit any additional evidence by July 29, 2024. Seconded by Anne-Laure Razat. (6-0; Lax absent) The motion passes.

VII. Adjourn

5:57:47 - Kristen Carreras moves to Adjourn. Seconded by Caleb Roebuck. (6-0; Lax absent) The motion passes.

Remote Rent Board Meeting Minutes - Held Via Zoom

Monday, August 5, 2024

I. Roll Call - 0:00:20

Christopher "Buddy" Moore, Tenant, District 3 - Chair
Philip Mathieu, Tenant, District 5 - Vice Chair
Anne-Laure Razat, Tenant, At-Large
Matthew Walker, Tenant, District 2
Matthew Lax, Tenant, District 1
Caleb Roebuck, Tenant, District 4
Kristen Carreras, Landlord, At-Large (Absent)

Staff present:
Dylan Orr, Rental Registration Coordinator
Adam O'Connor, Rental Registration Inspector
Benjamin Plante, Esq., Counsel for the Rent Board

II. Unfinished Business

a. **Tenant Rights Appeal -** 0:00:56
Appellant: Jamie 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

0:01:04 - Matthew Lax states on the record the preparations they have made for the meeting due to absence at the previous meeting.

0:02:37 - Matthew Walker moves to reopen public comment. Seconded by Philip Mathieu. (6-0; Carreras absent) The motion passes.

0:04:10 - The appellant, Evan Long, presents new information submitted.

0:29:30 - Property owners James Lannon and Julie Contreras-Lannon present new information submitted.

0:53:53 - Philip Mathieu shares screen with email from James Lannon to Evan Long and Jamie Devins for the public and board members to review.

0:56:53 - Public comment received from Bradley Davis.

1:00:10 - Evan Long responds to public comment.

1:04:56 - James Lannon and Julie Contreras-Lannon respond to public comment.

1:44:28 - Philip Mathieu moves to close public comment and move into deliberations. Seconded by Matthew Lax. (6-0; Carreras absent) The motion passes.

1:45:30 - Philip Mathieu reads the list of alleged violations.

2:03:00 - Philip Mathieu moves to find the board does not have jurisdiction of Chapter 6 Article 6 and to find that the board has jurisdiction of Chapter 6 Article 12 including Section 6-233. Seconded by Caleb Roebuck. (5-1; Walker votes no, Carreras absent) The motion passes.

2:21:53 - Anne-Laure Razat moves to find the board does not possess the jurisdiction to adjudicate or impose penalties with respect to violations in Section 6-224. Seconded by Philip Mathieu. (4-2; Walker and Moore vote no, Carreras absent) The motion passes.

2:26:30 - Anne-Laure Razat moves the activities in the complaint that cites Section 6-224 is in fact a violation of 6-238(b) through 6-238(d) and the board finds that the landlords violated sections 6-238(b) through 6-238(d) by failing to comply with the notice and acknowledgement part of that section. Seconded by Mathew Lax. (5-1; Lax votes no, Carreras absent) The motion passes.

2:28:45 - Philip Mathieu moves the landlords violated Section 6-233 by failing to register in compliance with Section 6-151. Seconded by Matthew Lax. (6-0; Carreras absent) The motion passes.

2:32:16 - Philip Mathieu moves on the basis of the previous finding on jurisdiction, the Board finds that it has no further jurisdiction over complaints 2, 3, and 4. Seconded by Matthew Lax. (4-2; Walker and Chair votes no, Carreras absent) The motion passes.

2:43:57 - Benjamin Plante discusses changes within the Rent Stabilization Ordinance from 2020 to 2022.

3:03:00 - Mathew Lax moves the Rent Board finds that in relation to allegation number 5, the rental increase given in August 2022 that was noticed on May 25th 2022 was incorrectly noticed in violation of Section 6-234(d). Seconded by Philp Mathieu. (6-0; Carreras absent) The motion passes.

3:38:00 through 3:49:20 - The Board takes a brief recess.

4:01:20 - Mathew Walker moves the May 25th, 2022 rent increase notice set for August 2022 had a rent increase that was not allowable. Seconded by Matthew Lax. (4-2; Mathieu and Moore vote no, Carreras absent) The motion passes.

4:22:39 - Philip Mathieu moves to find that based on the facts of this case the previous violations in Section 6-238 and Section 6-233 each independently constitute substantial non-compliance with provisions of the Rent Stabilization Ordinance. Seconded by Matthew Lax. (6-0; Carreras absent) The motion passes.

4:45:12 - Philip Mathieu moves given the previous finding that substantial non-compliance from January 2023 to present, the landlord is not entitled to collect $100 per month above the previously legal rent from January 2023 to present. Seconded by Matthew Lax. (6-0; Carreras absent) The motion passes.

4:50:35 - Matthew Lax moves in regards to allegation 6, the Board finds the rent increase for December 2023, noticed on October 1, 2023 was in violation of 6-234(d) for lack of proper paperwork. Seconded by Philip Mathieu. (6-0; Carreras absent) The motion passes.

5:23:14 - Philip Mathieu moves to find the continuation of conversation at least through December 5 constitutes an ongoing complaint within the 6 month period. Seconded by Matthew Walker. (3-3; Roebuck, Lax and Razat vote no, Carreras absent) The motion fails.

5:54:10 - Matthew Lax moves that based on the evidence presented and the facts of this complaint that the Board does not find that the May notice to vacate was retaliatory action. Seconded by Caleb Roebuck. (5-1; Moore votes no, Carreras absent) The motion passes.

5:57:41 - Anne-Laure Razat moves that the board finds that this is a non-voluntary turnover of the unit. Seconded by Caleb Roebuck (6-0; Carreras absent) The motion passes.

6:03:37 - Philip Mathieu moves to table the consideration of this item to the August 19 special meeting. Seconded by Anne-Laure Razat. (6-0; Carreras absent) The motion passes.

III. Adjourn

6:04:27 - Caleb Roebuck moves to Adjourn. Seconded by Matthew Lax. (6-0; Carreras absent) The motion passes.

Office of Corporation Counsel
Michael Goldman, *Corporation Counsel*
Amy R. McNally, *Associate Corporation Counsel*
Nicole M. Albert, *Associate Corporation Counsel*
Rachel L. Millette, *Associate Corporation Counsel*
Avery A. Dandreta, *Associate Corporation Counsel*

MEMORANDUM

To: Chair Moore and Members of the Rent Board

From: Amy McNally, Associate Corporation Counsel

Date: July 19, 2024

Subject: 36 Sawyer Street, Unit # 1

As you will recall, in its decision dated June 3, 2024 regarding the matter of 36 Sawyer Street, Unit #1, this Board found that the landlords had violated sections 6-233(a), 6-234(b)(2), 6-234(c), 6-234(d), 6-237(e), and 6-238(b)-(d) of the City Code and recommended the following sanctions:

- The landlords reimburse the tenants the difference between $1,600.00 and the actual rent charged to the tenants for each month the landlords charged over $1,600.00 because they were not in substantial compliance with the Ordinance in either of those rental years and therefore were not entitled to accept, demand or retain the Allowable Increase Percentages for 2022 and 2023 .[1]
- The City assess the landlords monetary penalties in the amount of $8,700.00 for their violations which shall continue to accrue in the amount of $200 per day from June 3, 2024 unless or until: "(1) the Landlords and Tenants enter into a new lease that is substantially similar to the lease the Tenants executed on May 18, 2023, (2) submit written confirmation to LHSD demonstrating that the Landlords and the Tenants have reached a mutual signed agreement, or (3) the Tenants' tenancy is lawfully terminated."

[1] The Rent Board also found that the current tenancy was not terminated voluntarily and so the landlords are not entitled to a 5% rent increase for a subsequent tenancy and that the Allowable Increase Percentage in 2022 and 2023 may not be used as a basis to raise the rents charged to tenants renting Unit #1 in future rental years. Because these findings are applicable to future tenancies and not the pending complaint, it is not addressed in more detail in this memorandum.

Our office recently received the attached settlement agreement reached between the landlords and tenants in this matter. Paragraph 4 of the settlement agreement outlines the financial compensation the landlords will pay to the tenants to resolve this matter. The total amount payable to the tenants under the agreement is $19,600 which includes reimbursement for overpayment of rent, as all well as penalties. The amount will be reduced by $3,200, or two months of rent, in exchange for the tenants to continue occupying the unit two months beyond the expiration of their lease, or until August 1, 2024. Paragraph 5 of the agreement also includes a recommendation from the tenants that the financial consideration outlined in the agreement "should be in lieu of, and not in addition to, the [City's] assessment of fines and penalties."

Our office has carefully reviewed the Board's decision and the parties' settlement agreement with Licensing and Housing Safety Division staff as well as the City Manager's office. When considering whether to take additional enforcement action, City staff must consider the nature of the violations, the scope of the remedy sought and the likelihood of success on the merits. In this matter, if the City took additional enforcement action, our recommendation would be to serve the landlord with a notice of violation outlining the various violations and the monetary penalties assessed. Because that notice of violation would be appealable, we would then need to wait the 30-day appeal period before proceeding with a court action. If the landlord failed to remedy the violations and did not appeal the notice of violation within 30 days, City personnel would then serve the landlord with a Uniform Summons and Complaint to compel the landlords to appear in court to address the alleged violations. The landlords would be entitled to a hearing on the issues and the judge who presided over the hearing would issue a decision on the matter. The Portland District Court only hears these types of enforcement actions four times per year, in February, May, August and November. The soonest this matter would be scheduled for a hearing would be in November of this year. In the event that the City prevailed and a judge issued a judgment in the City's favor, all money collected from the landlords for monetary penalties assessed would be payable to the City, and not transferable to the tenant.

In this case, the landlord and tenant have come to an agreement that cures the landlords' violations and awards monetary damages to the tenant. The City would not be able to seek this result through the standard court process. Additionally, the tenants, who were represented by their own attorney during settlement negotiations, have indicated their satisfaction with the resolution and have advised the City of their desire for the agreement to be in lieu of any additional monetary penalties assessed by the City. This agreement also brings closure for the parties much quicker than the City's enforcement process would. Considering all of the above, the City has elected to honor the parties' settlement agreement and not take any additional action relative to the complaint issued in this matter. The City considers this complaint resolved at this time.

SETTLEMENT AGREEMENT, GENERAL RELEASE, AND WAIVER OF AFFIRMATIVE DEFENSES

THIS SETTLEMENT AGREEMENT, MUTUAL GENERAL RELEASE, and WAIVER OF AFFIRMATIVE DEFENSES ("Agreement") is made and entered into as of June ___, 2024, by and among **JANE M. IRVING and PATRICK M. IRVING,** both of whom are resident individuals of Town of Casco, County of Cumberland, and State of Maine, and **ELIZABETH T. KANE and CEPHAS J. HOFFMAN**, both of whom are resident individuals of Nevada City, County of Nevada, and State of California (collectively, "Lessors"), and **BRADLEY DAVIS and MADISON MAHONEY**, both of whom are resident individuals of the City of Portland, County of Cumberland, and State of Maine ("Lessees" and with the Lessors, the "Parties").

WHEREAS, Lessees and Lessors entered into that certain residential lease agreement dated May 18, 2023 ("Lease"), with respect to the premises known as 36 Sawyer Street, Unit 1, City of Portland, County of Cumberland, and State of Maine ("Demised Premises"), for an initial term of one (1) year commencing at on June 1, 2023, and ending on May 31, 2024 ("Initial Term");

WHEREAS, on March 2, 2024, Lessors emailed Lessees, wherein they expressed interest in reletting the Demised Premises to Lessees for a term commencing June 1, 2024, and ending May 31, 2025, with rent increased to $2,085.00 per month ("Renewal Offer");

WHEREAS, on March 5, 2024, Lessees replied to the Renewal Offer by (i) expressing their interest in the Renewal Offer and (ii) raising concerns as to whether the then existing rent and proposed rent increase complied with the City of Portland's Rental Stabilization Ordinance ("RSO");

WHEREAS, at or around the same time, Lessors assert that black mold caused extensive damages to Lessors Kane and Hoffman's primary residence in Nevada City, California ("California Property"), thereby rendering the California Property uninhabitable for an indeterminant period of time; and

WHEREAS, on or about April 2, 2024, Lessors informed Lessees of their decision not to lease the Demised Premises for a 12-month term, offering instead to lease the Demised Premises to Lessees as tenants at will through and including June 30, 2024;

WHEREAS, on or about April 17, 2024, Lessees filed a complaint ("Complaint") with the City of Portland's Rent Board ("Board") alleging, *inter alia*, that Lessors have violated, and/or were in violation of, certain provisions of the City of Portland's Rental Stabilization Ordinance ("RSO"), including without limitation, Sections 6-234(c) (Rent Increase Limitations) and 6-237(e) (Discrimination Prohibited in Sale or Rental of Units); and

WHEREAS, Lessors deny that they discriminated against Lessees, citing instead the black mold and its potential displacement of Lessors Kane and Hoffman from the California Property for an indeterminate period of time as the basis for their reevaluation of the Renewal Offer; and

WHEREAS, the Board adjudicated the Complaint, finding *inter alia*, that Lessors violated Sections 6-237(e) ("Retaliation Finding") and 6-234(c) ("Excess Rent Finding") of the RSO; and

WHEREAS, based on its Retaliation Finding, the Board recommended that Lessors be fined $8,700.00 plus an additional $200.00 per day until the occurrence of one of the following: (a) Lessors and Lessees enter into a new lease that is substantially similar to the Lease; (b) Lessors and Lessees reach an agreement; or (c) Lessees' tenancy is lawfully terminated; and

WHEREAS, based of its Excess Rent Finding, the Board recommended that Lessors refund to the Lessees the difference between $1,600.00 and the actual rent charged to the Lessees for each month that the Lessors charged the Lessees more than $1,600.00 in rent; and

WHEREAS, Lessors and Lessees desire to settle and resolve their disputes between them, including with respect to any and all matters arising out of or relating to the Lease and the tenancy created thereby and the Complaint, upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is true and correct to the best knowledge, understanding, and information and belief of the Parties, and each of which is incorporated into and made an integral part of this Agreement, the Parties hereby agree as follows:

1. The Effective Date. The Effective Date shall be the date on which all of Parties hereto have signed this Agreement, provided that on Effective Date all Parties are otherwise fully in compliance with all the terms and conditions hereof.

2. Lease Amendment. On or before 5:00 p.m. EST on June 26 2024, Lessees shall execute and deliver to Lessors that certain lease amendment ("Lease Amendment"), extending the Initial Term through and including noon on September 1, 2024 ("Extended Lease Term").

3. Surrender of the Demised Premises. On or before noon EST on September 1, 2024, Lessees shall leave, quit, and deliver up the Demised Premises, with the appurtenances thereof, to Lessors.

4. Financial Consideration. Lessors shall pay Lessees $4,200.00 ("Section 6-234(c) Consideration"), representing the overpaid rent as determined by the Board, upon execution of this Agreement. Lessors shall further pay Lessees $15,500.00 as consideration for their promises and undertakings under this Agreement, including without limitation their cooperation with, and support of, Lessors' efforts to prevent the assessment of the Board's recommended fines and penalties detailed in its decision dated as of June 3, 2024 ("Board Decision"), of which $3,200.00, representing rent due and payable to Lessors during the Extended Lease Term, shall be offset, resulting in a net payment of $12,300.00 ("Section 6-237(e) Consideration" and with the 6-234(c) Consideration, the "Financial Consideration"). Of this $12,300.00, $2,300.00 shall be paid upon execution of this Agreement and the remaining $10,000.00 (the "Escrowed Consideration") will be escrowed on or before August 1, 2024, with the disbursement thereof governed by that certain Escrow Agreement attached hereto and incorporated here as Exhibit A.

5. Cooperation in Resolving RSO Violations. As consideration for the payments detailed in paragraph four (4) above, Lessees agree to cooperate with, and support generally,

Lessors' efforts to address the RSO violations set forth in the Board's decision. Without limiting the generality of the foregoing, Lessees agree to recommend to the City of Portland that the Financial Consideration should be in lieu of, and not in addition to, the assessment of the fines and penalties. Lessees hereby acknowledge their consent to Lessors' efforts to scrub the record submitted to the Board of all personal identifying information of any or all of the Lessors.

6. Release of Parties and Waiver of Affirmative Defenses by Lessees. Except for the obligations contained in this Agreement and those in the Lease, as supplemented by the Lease Amendment, upon the Effective Date, Lessees and their respective heirs, predecessors, successors, and assigns ("Lessees Releasing Parties") hereby release and forever discharge Lessors and their respective predecessors, successors, assigns, principals, officers, directors, members, managers, representatives, companies, corporations, affiliates, joint ventures, or partnerships ("Lessors Released Parties"), from and against any and all claims and causes of action, of any kind, nature or type, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, that the Lessees Releasing Parties have or ever had against any or all of the Lessors Released Parties, from the beginning of time through and including the Effective Date of this Agreement. Likewise, except for the obligations contained in this Agreement and those in the Lease, as supplemented by the Lease Amendment, upon the Effective Date, Lessors and their respective heirs, predecessors, successors, and assigns ("Lessors Releasing Parties") hereby release and forever discharge Lessees and their respective predecessors, successors, assigns, principals, officers, directors, members, managers, representatives, companies, corporations, affiliates, joint ventures, or partnerships ("Lessees Released Parties"), from and against any and all claims and causes of action, of any kind, nature or type, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, that the Lessors Releasing Parties have or ever had against any or all of the Lessees Released Parties, from the beginning of time through and including the Effective Date of this Agreement. For avoidance of doubt, this release includes a release of any claims asserted, alleged, or that could have been asserted or alleged by, between, and among Lessors, on one hand, and Lessees, on the other hand, in any civil proceeding, before any administrative tribunal, including the Board, or otherwise, and further includes a waiver of any and all affirmative defenses, counterclaims, setoffs, deductions, or recoupments. Without limiting the generality of the foregoing, Lessees state affirmatively that, provided the Escrowed Consideration is escrowed on or before August 1, 2024, as required by this Agreement, they waive the right to assert a retaliation defense pursuant to 14 M.R.S. § 6001(3) or otherwise, regardless of whether such a waiver is against public policy, in the event that Lessors are required to commence a forcible entry and detainer action to regain possession of the Demised Premises upon expiration of the Extended Lease Term. Lessees acknowledge and agree that their waiver of the retaliation defense under 14 M.R.S. § 6001(3) is an essential component of the consideration being given pursuant to this Agreement and that, but for said waiver, Lessors would not have agreed to extend the Lease's maturity date through and including noon EST on September 1, 2024.

7. Applicable Law. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Maine.

8. Warranties. The Parties hereto each warrant that they are duly authorized to execute and enter into this Agreement and to perform the duties imposed on said party by this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of each of the parties in accordance with its terms. Each individual signing this Agreement on behalf of each of the Parties represents and warrants that he/she has full authority to do so. Each of the Parties hereby mutually represents and warrants that there has been no assignment, sale or other transfer or disposition of any membership or other interest transferred or assigned under the terms of this Agreement.

9. Parties Bound. The Parties acknowledge that each and every covenant, warranty, release, and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, subsidiaries, employees, officers, directors, assigns, and successors in interest, including heirs and including any third-party purchasers, of each of the Parties.

10. Entirety of Agreement/Modification. The Parties acknowledge that this Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter hereof, all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Agreement, (with the exception of the Lease, the Lease Amendment, and the Escrow Agreement, each which remain in full force and effect), and no other agreement, statement or promise made by any party hereto, or any employee, officer, attorney, agent or other representative of any of the Parties shall be valid or binding, except to the extent preserved by the express terms hereof. The Parties agree that this Agreement may not be modified or varied in its terms or provisions by an oral agreement or representation or otherwise, except by an instrument in writing of subsequent date hereof executed by the Parties and then such modification shall be effective only in the specific instance or for the purpose for which given.

11. Severability. Should any provision of this Agreement be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

12. Construction. The Parties represent and warrant that they each have had an opportunity to fully review the provisions of this Agreement with attorneys of their own choice as a result of which the Parties acknowledge and agree that: (a) any rule of law that provides that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement; and (b) they have signed and entered into this Agreement knowingly, voluntarily, and of their own free will.

13. No Waiver. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any other provision hereof.

14. Execution. The Parties agree that this Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such

counterparts taken together shall constitute one and the same Agreement. Electronically transmitted signatures shall be deemed to have the same effect as original signatures.

15. Additional Documents and Acts. The Parties expressly acknowledge and agree that this Agreement is intended to effectuate a full and complete resolution of the claims and causes of action between them as set forth herein. To that end, the Parties agree: (a) to execute or procure and deliver to the other party such additional documents and perform such acts as shall reasonably be necessary to evidence or effectuate the terms and intent of this Agreement; and (b) to refrain from all direct and indirect acts that are contrary to the terms and intent of this Agreement.

16. Attorneys' Fees and Costs. Lessees shall bear their attorneys' fees and costs arising from counsel that they retained for this matter, including without limitation, all such attorneys' fees and costs incurred with respect to the negotiation and drafting of this Agreement. Lessors shall bear their attorneys' fees and costs arising from counsel that they retained for this matter, including without limitation, all such attorneys' fees and costs incurred with respect to the negotiation and drafting of this Agreement. If either party violates the terms of the Lease Amendment, the Escrow Agreement, and this Agreement, the defaulting party shall bear the costs of the non-defaulting party's attorneys' fees in any action brought by the non-defaulting party.

17. No Admission of Liability. This Agreement shall not in any way or manner be construed as an admission of any allegation, fact, liability or any wrongdoing or any responsibility for any purpose by either of the Parties.

18. No Third-Party Beneficiaries. The Parties do not intend to create any third-party beneficiaries under this Agreement, provided, however, that nothing set forth in this section shall undermine the effectiveness of the consents provided in relation to this Agreement.

19. Confidentiality. The Parties hereby agree that they will keep the terms and conditions of this Agreement confidential and that the contents and terms and conditions of this Agreement shall not be discussed or revealed except to the Parties' attorneys, accountants, insurers, tax or business advisors, or other third parties if and to the extent required by law or as is expressly set forth herein. The Parties agree that this general prohibition notwithstanding, the Parties may disclose such terms and conditions as may be necessary to further compliance with the terms and conditions of this Agreement, including without limitation, Lessors' effort to have the Financial Consideration substituted in lieu of fines and penalties assessed by the City of Portland on account of said RSO violations, and Lessees' efforts to surrender the Premises on or before noon on September 1, 2024. Lessors agree not notify press of the settlement contained in this Agreement, and promise that if contacted by the press, they will (1) limit comment on this Agreement to general expressions of satisfaction with the outcome and/or gratitude to persons who provided assistance with the matter, (2) not disparage the Lessors, (3) not mention the Lessors by name, and (4) not disseminate personal identifying information of any and all of the Lessors.

[signature page to follow; intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Agreement below.

LANDLORDS:

By:_____
Jane M. Irving

By:_____
Patrick M. Irving

By:_____
Elizabeth T. Kane

By:_____
Cephas J. Hoffman

TENANTS:

By: _____
Bradley Davis

By: _____
Madison Mahoney

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Agreement below.

LANDLORDS:

By:_____
Jane M. Irving

By:_____
Patrick M. Irving

By:_____
Elizabeth T. Kane

By:_____
Cephas J. Hoffman

TENANTS:

By: _____
Bradley Davis

By: _____
Madison Mahoney

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Agreement below.

LANDLORDS:

By: Jane Irving
Jane M. Irving

By: Patrick Irving
Patrick M. Irving

By:_____
Elizabeth T. Kane

By:_____
Cephas J. Hoffman

TENANTS:

By: _____
Bradley Davis

By: _____
Madison Mahoney

During the August 19 meeting, the board arrived at decisions for four properties using the old ordinance rules related to Increased Housing Service Cost (IHSC) applications.

The Board approved all these applications as written in the amount requested.

I would like to point out a flaw in these applications, and indeed in all of the IHSC applications which have ever come before the board, which makes the numbers, and therefore the approved rent increases, incorrect.

Specifically, for example, the Snow Removal and the Insurance items are misallocated, as has been seen before.

This can be seen most clearly in the 55 William St and the 60 Carlton St applications.

55 William and 60 Carlton are part of the same “profile” of managed buildings which share, to some extent, services and costs. Snow plowing and insurance are among those shared costs. The idea is that the total bill for these items are divided up proportionally among the units at the properties.

On Page 21 of the 60 Carlton St application, this distribution is demonstrated.

Insurance

Property	137-139 Neal	15 Bramhall	55 William	60 Carleton	78 Danforth
Units	12	10	12	4	8
Total Units	46	46	46	46	46
Total Entity Insurance 2022	15,543.08	15,543.08	15,543.08	15,543.08	15,543.08
Total Entity Insurance 2021	19,788.24	19,788.24	19,788.24	19,788.24	19,788.24
Allocable %	26.09%	21.74%	26.09%	8.70%	17.39%
2022 Allocable Insurance	$4,054.72	$3,378.93	$4,054.72	$1,351.57	$2,703.14
2021 Allocable Insurance	$5,162.15	$4,301.79	$5,162.15	$1,720.72	$3,441.43
Increase (Decrease)	-$1,107.43	-$922.86	-$1,107.43	-$369.14	-$738.29

Snow Removal

Property	137-139 Neal	15 Bramhall	55 William	60 Carleton	78 Danforth
Units	12	10	12	4	8
Total Units	46	46	46	46	46
Total Entity Snow Removal 2022	10,242.87	10,242.87	10,242.87	10,242.87	10,242.87
Total Entity Snow Removal 2021	8,298.35	8,298.35	8,298.35	8,298.35	8,298.35
Allocable %	26.09%	21.74%	26.09%	8.70%	17.39%
2022 Allocable Snow Removal	$2,672.05	$2,226.71	$2,672.05	$890.68	$1,781.37
2021 Allocable Snow Removal	$2,164.79	$1,803.99	$2,164.79	$721.60	$1,443.19
Increase (Decrease)	$507.27	$422.72	$507.27	$169.09	$338.18

As you can see the total cost of the Insurance in 2022 was reported to be $15,543.08, down from $19,788.24 in 2021.

Similarly the Snow Removal in 2022 was reported to cost $10,242.87, while it cost $8,298.35 in 2021.

The costs are then divided among the units proportionally, as they should be.

However, in the application for 55 William St, the numbers do not match.

On Page 21 of the 55 William St application, the distribution is not demonstrated and only the result for 55 William is presented.

Property	55 William
Units	12
Total Units	46
Total Entity Insurance 2022	35,331.32
Total Entity Insurance 2021	35,917.59
Allocable %	26.09%
2022 Allocable Insurance	$9,216.87
2021 Allocable Insurance	$9,369.81
Increase (Decrease)	-$152.94

Property	55 William
Units	12
Total Units	46
Total Entity Snow Removal 2022	18,541.22
Total Entity Snow Removal 2021	17,115.60
Allocable %	26.09%
2022 Allocable Snow Removal	$4,836.84
2021 Allocable Snow Removal	$4,464.94
Increase (Decrease)	$371.90

This application reports that the cost of insurance in 2022 was $35,331.32, down from $35,917.59 in 2021.

The Snow Removal in 2022 was reported to cost $18,541.22, while it was $17,115.60 in 2021.

This represents a roughly x2 difference in the same cost, reported on two different applications.

So which was it?
Did the insurance cost $35,000 or $15,000?
Did the snow plowing cost $10,000 or $18,000?

I do think that these problems with misallocated and incorrect charges to the buildings are likely to extend beyond just the Snow Removal and Insurance. This is why I think **you need to require receipts as proof of the actual costs for every item**, including but not limited to Snow and Insurance.

Furthermore, I would point out that the Ledgers provided to the board, in lieu of receipts, are also inconsistent. See, for example, the ledger for 55 William's Snow plowing and Insurance costs.

Package Page 34

2021 Snow Removal Expense

55 William Street (55wil)

Account Detail

Period = Jan 2021-Dec 2021

Book = Cash

Property	Account	Vehicle Loans	Due From To	Investments	Date	Period	Person	Control	Reference	Amount	Remarks
55wil	6345 Snow Removal				1/4/2021	01-2021	Brookscapes Property Services (v9000013)	K-29380	66573	204.56	Snow Contract 2020-21 season
55wil	6345 Snow Removal				2/3/2021	02-2021	Brookscapes Property Services (v9000013)	K-30172	66868	204.56	Snow Contract 2020-21 season
55wil	6345 Snow Removal				3/3/2021	03-2021	Brookscapes Property Services (v9000013)	K-30994	67218	204.56	Snow Contract 2020-21 season
55wil	6345 Snow Removal				11/9/2021	11-2021	Lowe's (v9000100)	K-40128	8412	2.00	zppmd- 10 buckets and lids to be used at all buildings
55wil	6345 Snow Removal				11/15/2021	11-2021	Brookscapes Property Services (v9000013)	K-39773	70793	204.56	Snow Contract 2021-22 season
55wil	6345 Snow Removal				12/2/2021	12-2021	Brookscapes Property Services (v9000013)	K-40402	70936	204.56	Snow Contract 2021-22 season
									Total	**1,024.80**	

Package Page 70

2022 Snow Removal Expense

55 William Street (55wil)

Account Detail

Period = Jan 2022-Dec 2022

Book = Cash

Property	Account	Vehicle Loans	Due From To	Investments	Date	Period	Person	Control	Reference	Amount	Remarks
55wil	6345 Snow Removal				1/5/2022	01-2022	Brookscapes Property Services (v9000013)	K-41549	71277	204.56	Snow Contract 2021-22 season
55wil	6345 Snow Removal				2/2/2022	02-2022	Brookscapes Property Services (v9000013)	K-42546	71587	204.56	Snow Contract 2021-22 season
55wil	6345 Snow Removal				3/7/2022	03-2022	Brookscapes Property Services (v9000013)	K-43663	71888	204.56	Snow Contract 2021-22 season
55wil	6345 Snow Removal				11/4/2022	11-2022	Brookscapes Property Services (v9000013)	K-52111	74315	225.01	Nov Monthly snow
55wil	6345 Snow Removal				11/9/2022	11-2022	Maine Hardware (v9000121)	K-52276	74371	2.84	Buckets, lids, scoop, ice melt
55wil	6345 Snow Removal				12/7/2022	12-2022	Brookscapes Property Services (v9000013)	K-53205	74593	225.01	Dec 2022 monthly Snow Contract
									Total	**1,066.54**	

According to the ledgers, the 2022 cost of Snow removal is $1,066.54 and $1,024.80 in 2021.
This represents an $41.74 increase in the cost of plowing.
Yet the approved application factored in an increase of $371.90 for this cost.

Now we do the same for Insurance

Package Page 35

2021 Insurance Expense

55 William Street (55wil)

Account Detail

Period = Jan 2021-Dec 2021

Book = Cash

Property	Account	Vehicle Loans	Due From To	Investments	Date	Period	Person	Control	Reference	Amount	Remarks
55wil	6355 Insurance				1/6/2021	01-2021	FIRST Insurance Funding (v0000248)	K-29429	1062021	431.72	Acct 900-92316678
55wil	6355 Insurance				2/18/2021	02-2021	FIRST Insurance Funding (v0000248)	K-30429	21821	356.65	900-92316678
55wil	6355 Insurance				3/15/2021	03-2021	FIRST Insurance Funding (v0000248)	K-31298	20210303	447.70	900-92316678
55wil	6355 Insurance				3/29/2021	03-2021	1	J-15890		84.13	Correting Entry
55wil	6355 Insurance				4/12/2021	04-2021	Varney Agency (v0000239)	K-32247	4122021	27.13	
55wil	6355 Insurance				7/8/2021	07-2021	Varney Agency (v0000239)	K-36367	68934	1,455.29	Account # PORTPR0-01
55wil	6355 Insurance				8/6/2021	08-2021	Varney Agency (v0000239)	K-36366	69416	1,161.45	Account # PORTPR0-01
55wil	6355 Insurance				10/14/2021	10-2021	Varney Agency (v0000239)	K-38698	70414	1,298.00	Account # PORTPR0-01
									Total	**5,262.07**	

Package Page 71

2022 Insurance Expense

55 William Street (55wil)

Account Detail

Period = Jan 2022-Dec 2022

Book = Cash

Property	Account	Vehicle Loans	Due From To	Investments	Date	Period	Person	Control	Reference	Amount	Remarks
55wil	6355 Insurance				1/21/2022	01-2022	Varney Agency (v0000239)	K-41954	71476	995.68	Final Payment for 6/4/21-6/3/22
55wil	6355 Insurance				10/4/2022	10-2022	Varney Agency (v0000239)	K-51721	6355	64.90	Policy Number ANE4960229.21
55wil	6355 Insurance				10/7/2022	10-2022	Greater New York Mutual Ins Co (v0000244)	K-51521	6355	1,588.61	Commercial Package Policy # 8118M96556
55wil	6355 Insurance				11/1/2022	11-2022	Greater New York Mutual Ins Co (v0000244)	K-51921	6355	102.85	Policy Number 8118M46079
55wil	6355 Insurance				11/8/2022	11-2022	Greater New York Mutual Ins Co (v0000244)	K-52283	6355	141.48	Policy 8118M46079
55wil	6355 Insurance				11/23/2022	11-2022	Greater New York Mutual Ins Co (v0000244)	K-52645	6355	667.64	Policy number 8118M96556
									Total	**3,561.16**	

Here the ledgers say the insurance cost in 2022 was $3,561.16 and was $5,262.07 in 2021.
This represents a decrease of $1,700.91 in the cost of insurance.
Yet the approved application factored in a decrease of $152.94 for this cost.

So we can see that there is inconsistency between the applied charges and the supplied ledgers, as well as inconsistency between applications which contain shared costs.

I think that the board should address this before finalizing the decision forms.

Specifically, I think the board needs to figure out the real cost to the properties for charges which are reported.

Definitely, in terms of the Snow and Insurance (which have been messed up on every other IHSC application), but also for all of the other costs, <u>I think the board must demand receipts to verify the costs</u>.

I would remind the board that the old ordinance 6-234(b) - 5, which deals with IHSC applications states,

> "Additional Rent Board Approved Increases. In addition to the above rent adjustments, the Rent Board may approve additional rent increases ***properly demonstrated*** by the Landlord…"

It seems clear that these costs are neither consistent, correct, nor "properly demonstrated", so I urge the board to get to the bottom of the incorrect charges before officially approving these, if not rejecting them completely.

Thank you - Matt Walker

City of Portland – Housing Safety Division
TENANT RIGHTS APPEAL

Date of Hearing:

July 24, 2024 - Tabled to August 5, 2024 - Tabled to August 19, 2024 - Tabled to August 28, 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

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

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 Ordnance, 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

Attachment A: September 2012, original lease for 44 Dirigo Street

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

LANDLORD
Name James Lawson
Address 44 Dirigo St
Portland 04102
Telephone 332-3429

TENANT
Name Jaime Deons
Address 44 Dirigo St. #2
Portland Maine 04102
Telephone 802 318-0927

Name Evan 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.

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 1st 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: JAMESON 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_X_____ (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_X_____ did not_____ (check one) inspect together the residence. If they did inspect the residence, their findings were as follows:

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

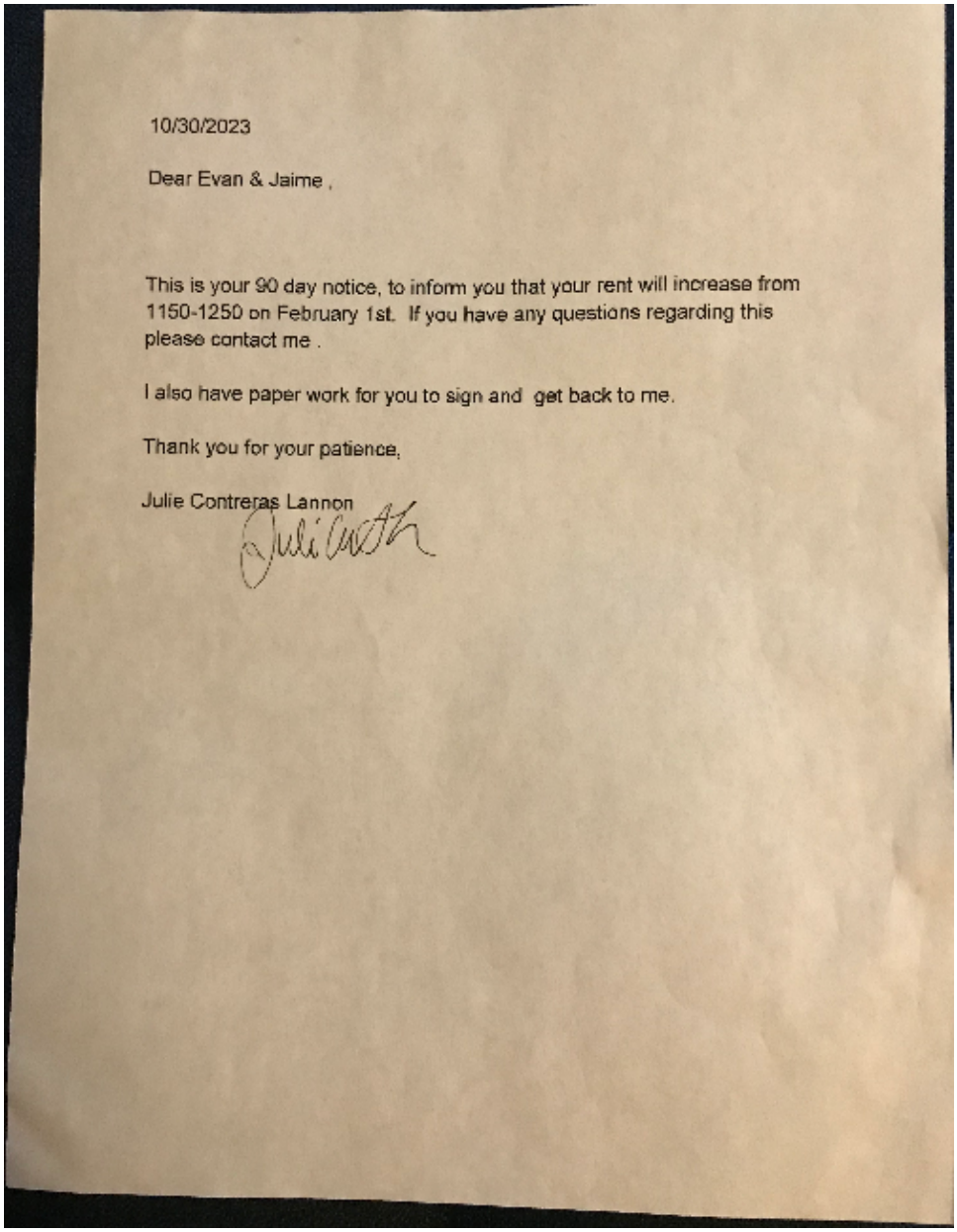
If any provision of this lease conflicts with state law, then state law shall take precedence.

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	
(date)	(tenant)
8/20/12	
(date)	(tenant)
8/20/12	
(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



10/30/2023

Dear Evan & Jaime ,

This is your 90 day notice, to inform you that your rent will increase from 1150-1250 on February 1st. If you have any questions regarding this please contact me .

I also have paper work for you to sign and get back to me.

Thank you for your patience,

Julie Contreras Lannon

City of Portland, Maine
Rental Housing Rights

Tenant/Landlord Rights and Responsibilities

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

Rent Control

Landlords of rental units in Portland, that are notothervise 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 mustinclude the date the tenancy began, the date of the rent increase, and the reasons for therent 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 landlordrequests special permission from the Rent Board. A landlord may never raise the rent more than10% in one year.

Tenants at Will

When a tenant rents a housing unit without a writtenlease the tenant is a "tenant at will". Unless the unit is exempt, for tenants at will, landlordsmust typically provide at least 90 days written notice to tenants before they must move out If a landlord provides $500.00 reimbursement to the tenant, tenancies-at-will maybe determined by notice at least 60 days before they must move out. If $1,000.00 in reimbursementis provided, tenancies-at-will may be determined by notice at least 30 days before theymust 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 minimum7-day written notice if the tenant: (1) has caused serious damage to the apartment and has notrepaired the damage; (2) has been a nuisance to other tenants or neighbors; (3) has made the unit unlivable or unfit to live in; (4) has changed the door locks and refused to give the landlord akey; 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 statusis prohibited by the City of Portland and the State of Maine. Landlords may not refuse to rent orimpose 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, includingfilling out paperwork, allowing inspections, and making reasonable repairs.

Concerns, Complaints, or Questions

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

Revised March 2021

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Required Forms & Informational Material

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

- The City of Portland Rental Housing Rights Documen opposite page
- Energy Efficiency Disclosure N/A None to disclose
- Lead Paint Pamphlet - "Protect Your Family From Leadin Your Home"
  https://www.epa.gov/lead/protect-your-family-lead-your-home
- 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/dhhs/mecdc/environmental-health/eohi/radon/documents/2016factsheet11.pdf
- Radon Disclosure
  None to Disclose

Please

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

Landlord Julia Cortinas-Lannon	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 rooms[1]
- ☐ 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 areas[2]

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

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Radon Tipsheet #11

Radon in Rental Housing
A Serious Hidden Danger to Family Health

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.MaineRadiationControl.org
- For advice: **1-800-232-0842** radon.dhhs@maine.gov • **TTY: 800-606-0215**

Maine Center for Disease Control and Prevention
An Office of the Department of Health and Human Services

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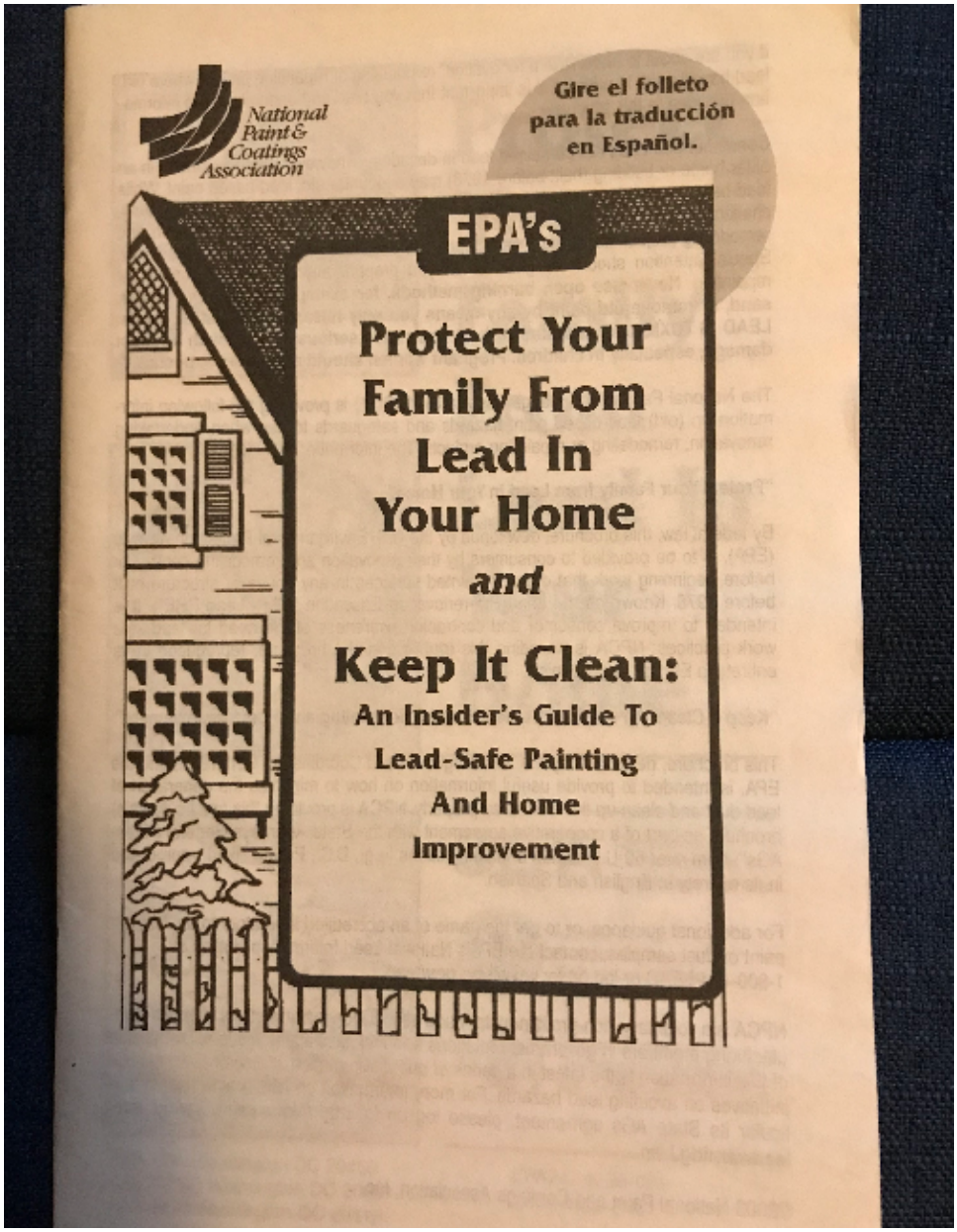


National Paint & Coatings Association

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

Top | Main Menu

Number of Rental Units 1

BL Supplimental Information

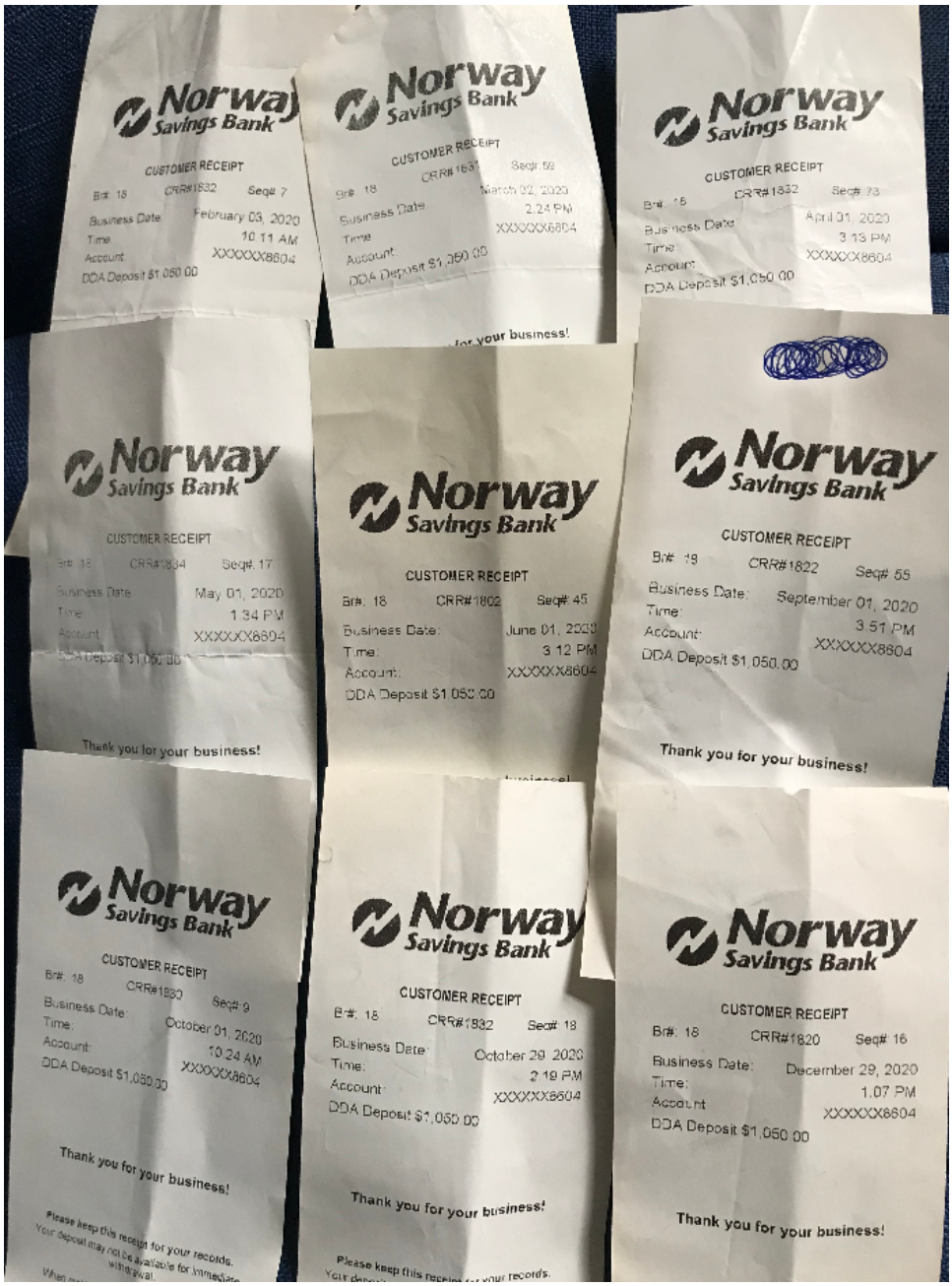
Unit Number	Base Rent	Previous Rent	a) Allowable Increas...	b) 5% New Tenancy ...	c) Banl
Need 2024 Forms	$1,450.00	$1,400.00			

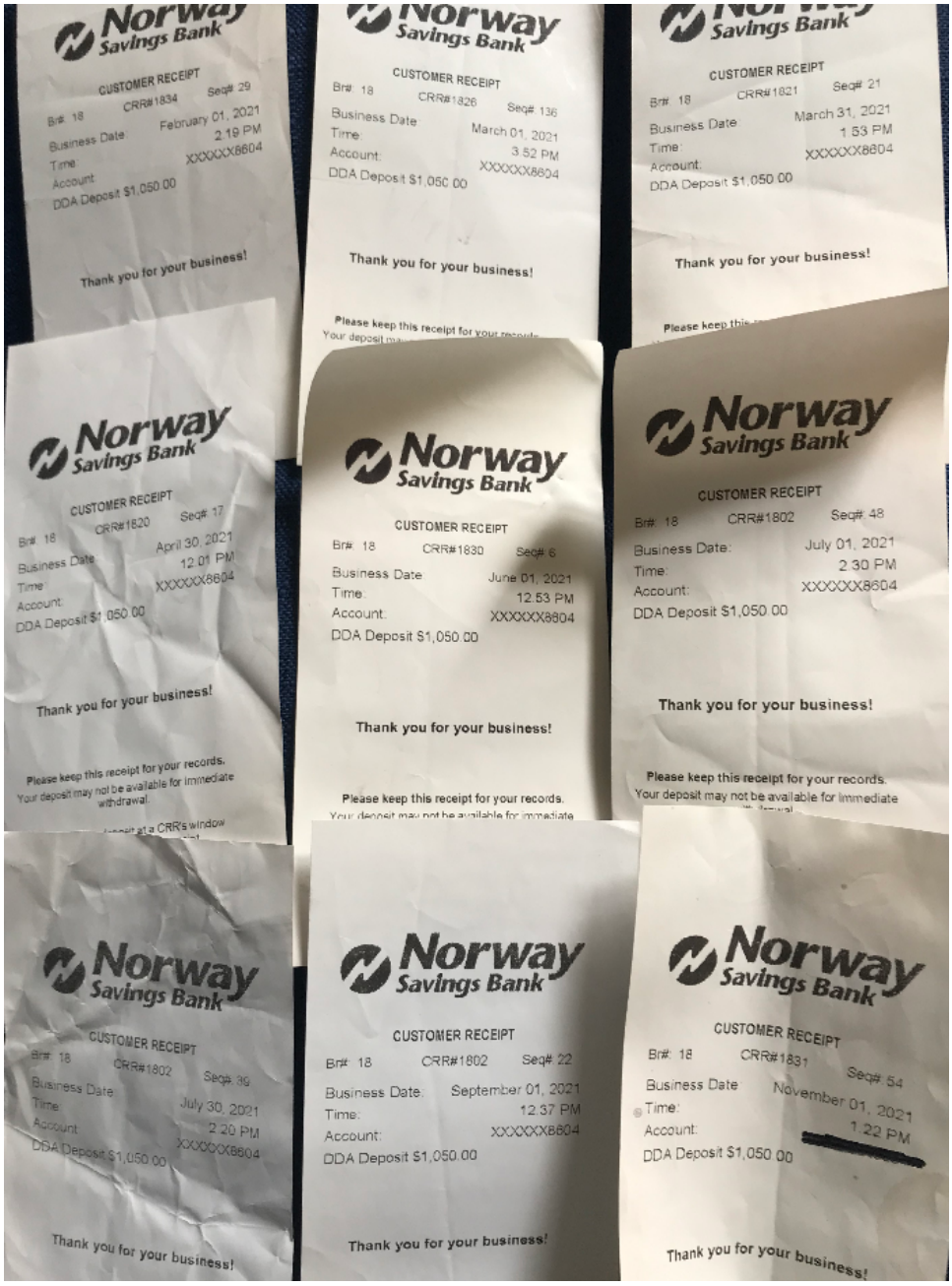
*Notes Previous Rent = Amount of rent as of January 2021 Base Rent = Amount of rent as of June 2020 Current Rent = Amount of rent as of November 2021 Banked Rent = Any increase in rent to which the Landlord was entitled under Sections 6-233 and 6-234, but that was not charged to a Tenant during a particular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

Assessor's Units 2

UPCS Units 0

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





Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1834 Seq#: 29
Business Date: February 01, 2021
Time: 2:19 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1826 Seq#: 136
Business Date: March 01, 2021
Time: 3:52 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1821 Seq#: 21
Business Date: March 31, 2021
Time: 1:53 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1820 Seq#: 17
Business Date: April 30, 2021
Time: 12:01 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1830 Seq#: 6
Business Date: June 01, 2021
Time: 12:53 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Please keep this receipt for your records.

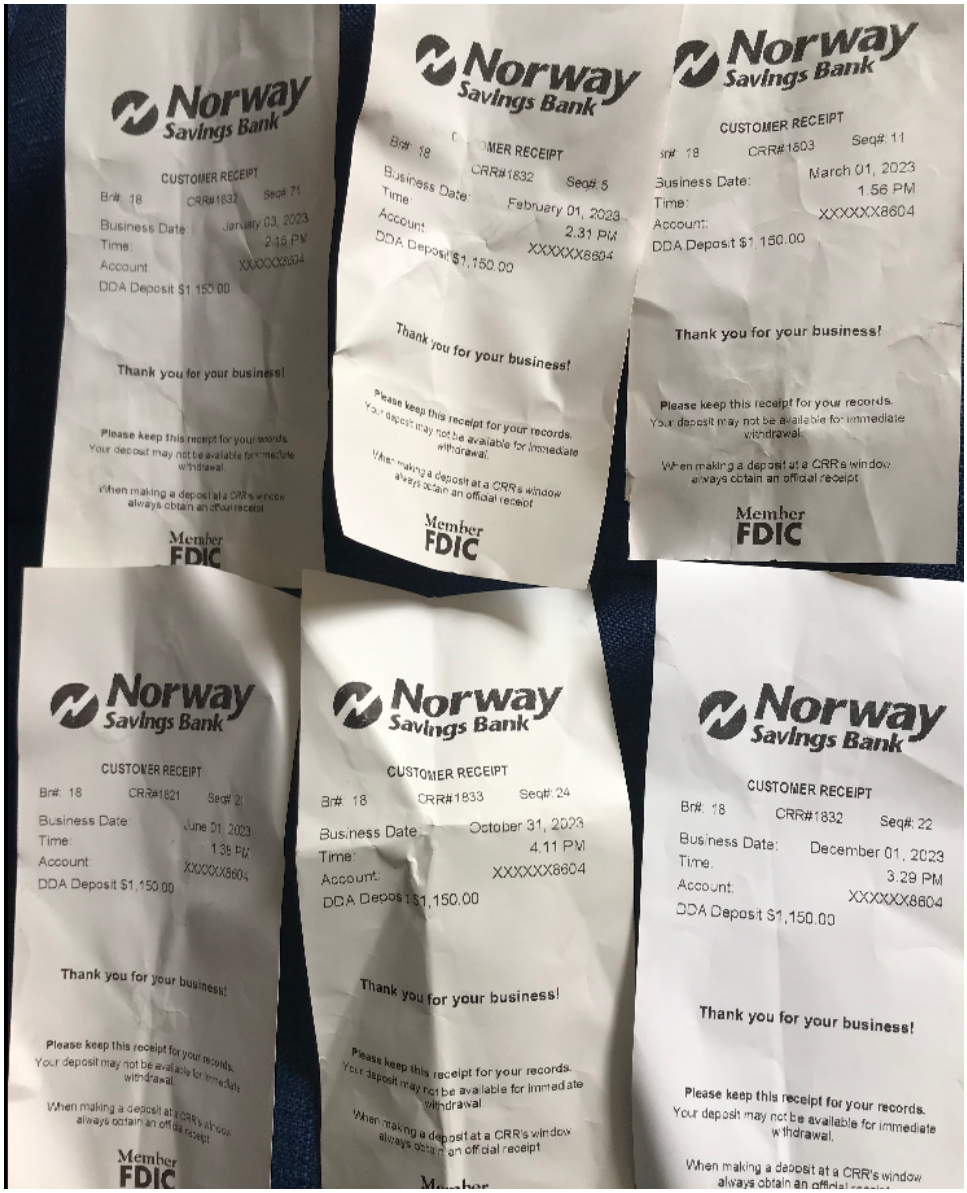
Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1802 Seq#: 48
Business Date: July 01, 2021
Time: 2:30 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1802 Seq#: 39
Business Date: July 30, 2021
Time: 2:20 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1802 Seq#: 22
Business Date: September 01, 2021
Time: 12:37 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1831 Seq#: 54
Business Date: November 01, 2021
Time: 1:22 PM
Account: [redacted]
DDA Deposit $1,050.00
Thank you for your business!

Norway Savings Bank
CUSTOMER RECEIPT
Business Date: February 01, 2022
Time: 1:22 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date: May 02, 2022
Time: 11:38 AM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date: July 01, 2022
Time: 3:38 PM
Account: XXXXXX8604
DDA Deposit $1,050.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date:
Time: 4:13 PM
Account:
DDA Deposit $1,150.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Seq# 40
September 01, 2022
2:04 PM
XXXXXX8604
Deposit $1,150.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date: October 03, 2022
Time: 11:49 AM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date: November 01, 2022
Time: 2:45 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Member FDIC
Norway Savings Bank
CUSTOMER RECEIPT
Business Date: December 01, 2022
Time: 1:01 PM
Account: XXXXXX8604
DDA Deposit $1,150.00



Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1832 Seq#: 71
Business Date: January 03, 2023
Time: 2:15 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt
Member FDIC

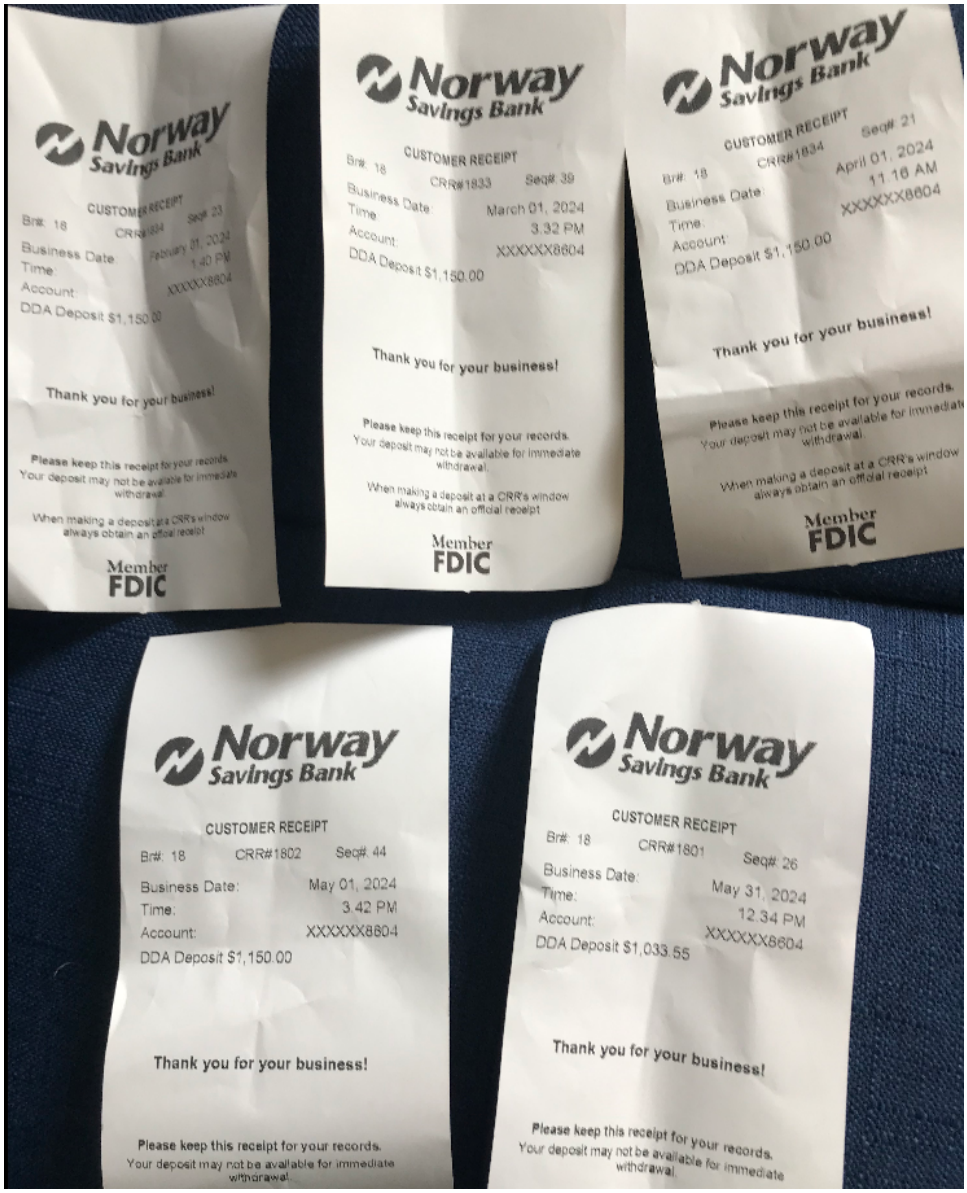
Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1832 Seq#: 5
Business Date: February 01, 2023
Time: 2:31 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1803 Seq#: 11
Business Date: March 01, 2023
Time: 1:56 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1821 Seq#: 2
Business Date: June 01, 2023
Time: 1:35 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1833 Seq#: 24
Business Date: October 31, 2023
Time: 4:11 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1832 Seq#: 22
Business Date: December 01, 2023
Time: 3:29 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an official receipt



Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1834 Seq#: 23
Business Date: February 01, 2024
Time: 1:40 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an offical receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1833 Seq#: 39
Business Date: March 01, 2024
Time: 3:32 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an offical receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1834 Seq#: 21
Business Date: April 01, 2024
Time: 11:16 AM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.
When making a deposit at a CRR's window always obtain an offical receipt
Member FDIC

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1802 Seq#: 44
Business Date: May 01, 2024
Time: 3:42 PM
Account: XXXXXX8604
DDA Deposit $1,150.00
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.

Norway Savings Bank
CUSTOMER RECEIPT
Br#: 18 CRR#1801 Seq#: 26
Business Date: May 31, 2024
Time: 12:34 PM
Account: XXXXXX8604
DDA Deposit $1,033.55
Thank you for your business!
Please keep this receipt for your records.
Your deposit may not be available for immediate withdrawal.

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

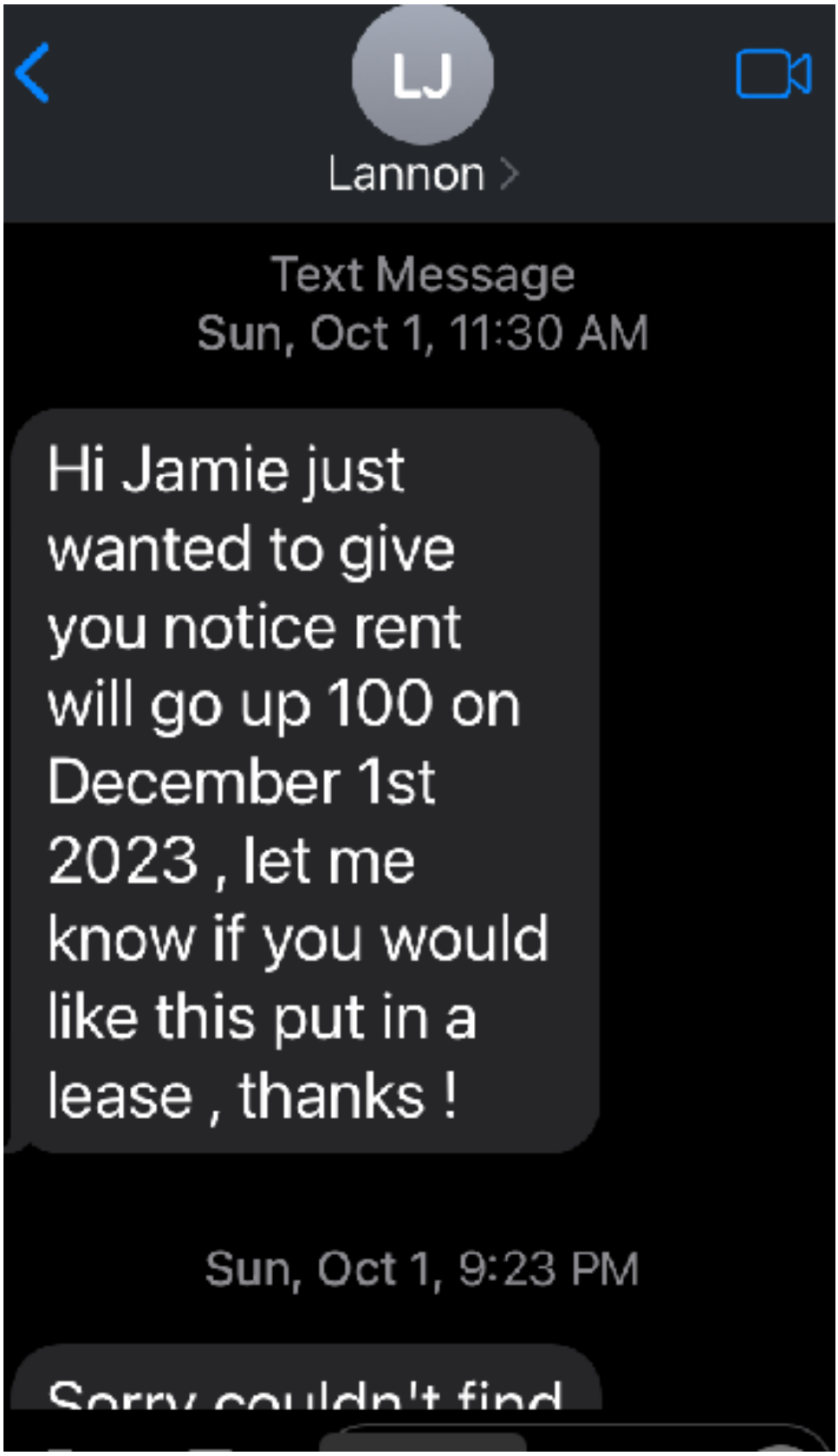
From: Julie Contreras-Lannon <jeclannon@gmail.com>
Sent: Thursday, May 26, 2022 10:22 PM
To: Jaime Devins <jaime.devins@hotmail.com>
Subject: Re: 44 Dirigo

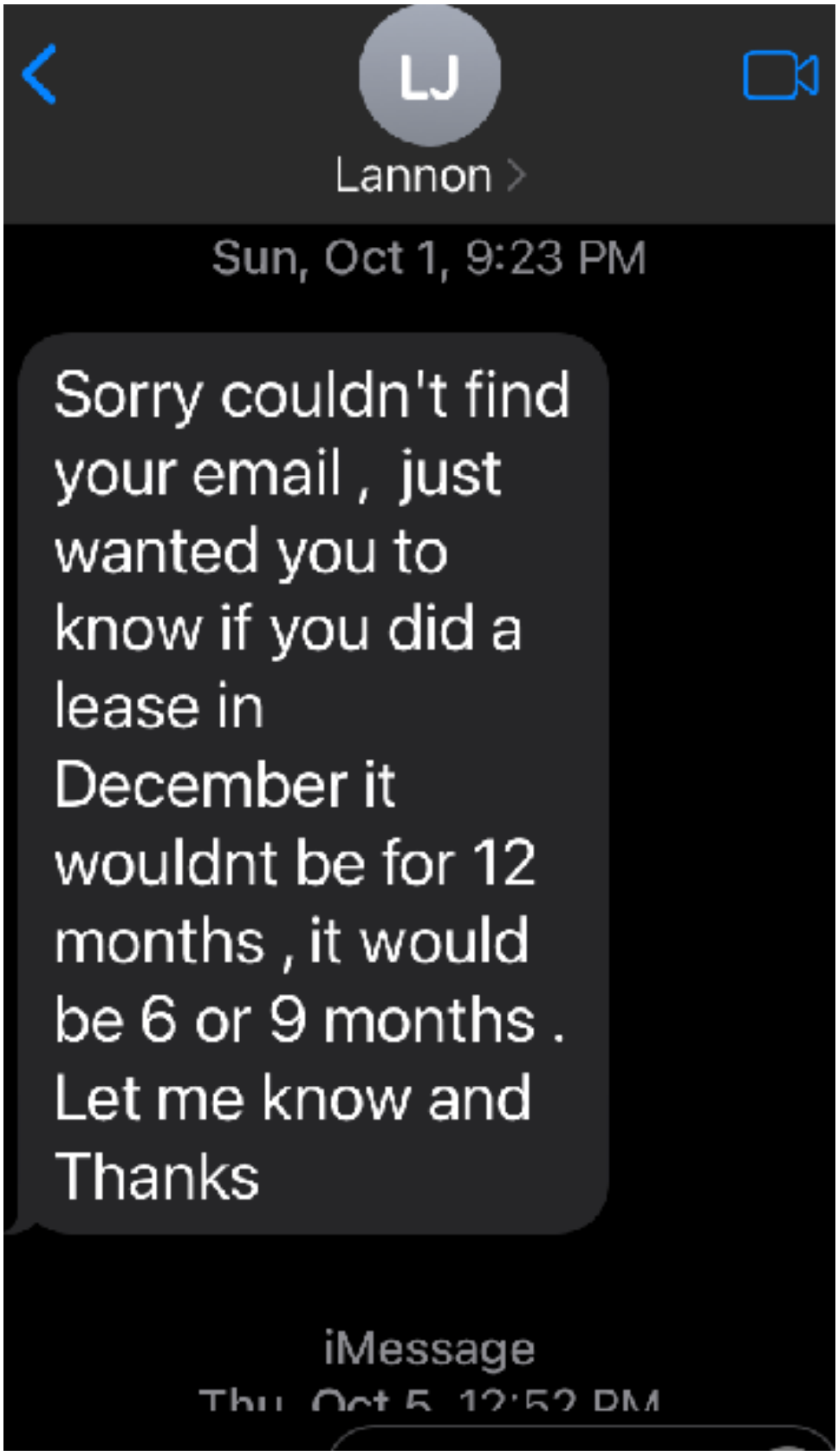
Awesome are you good with no lease or would you like one?
Let me know !
Thanks !

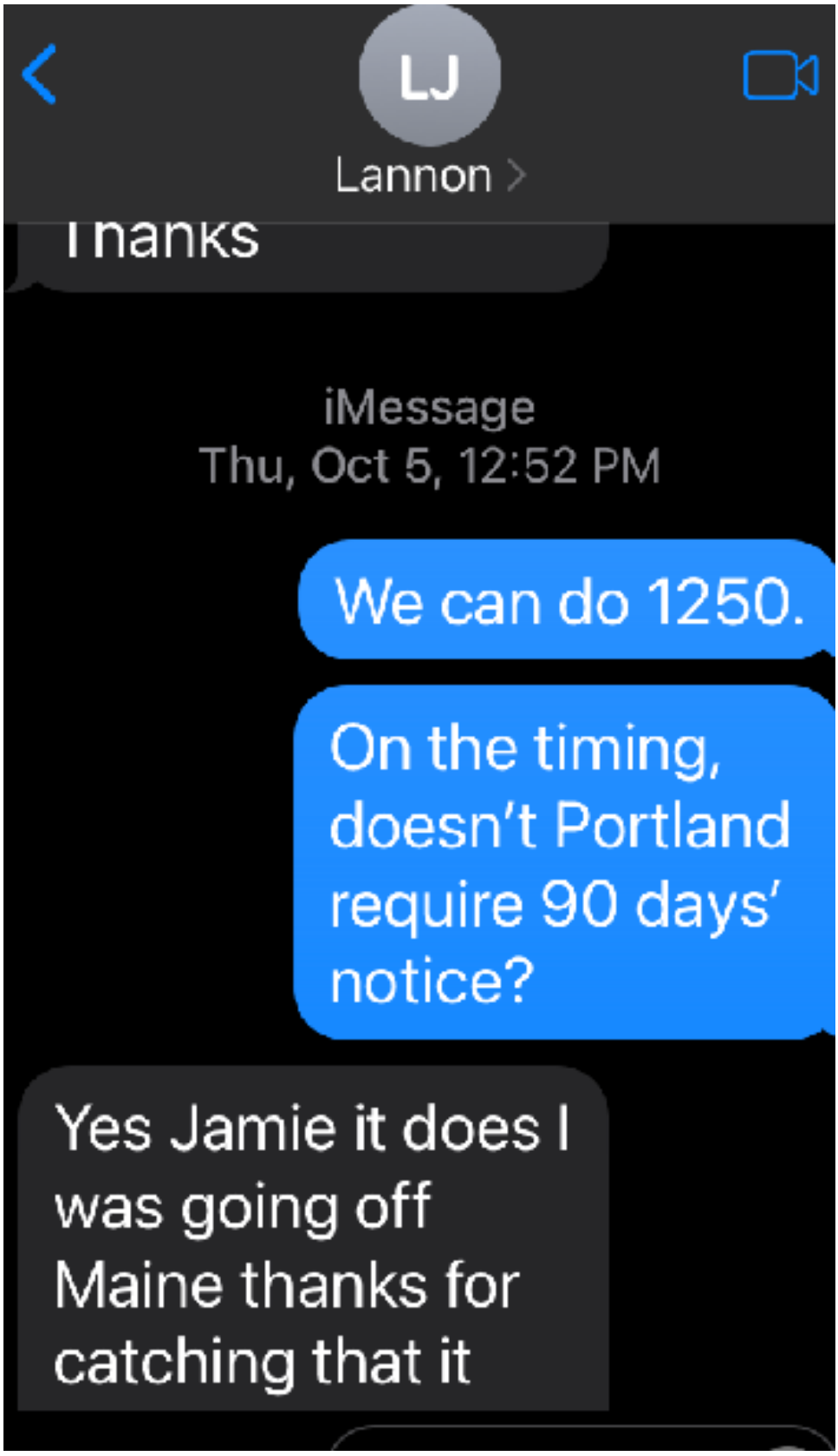
Sent from my iPhone

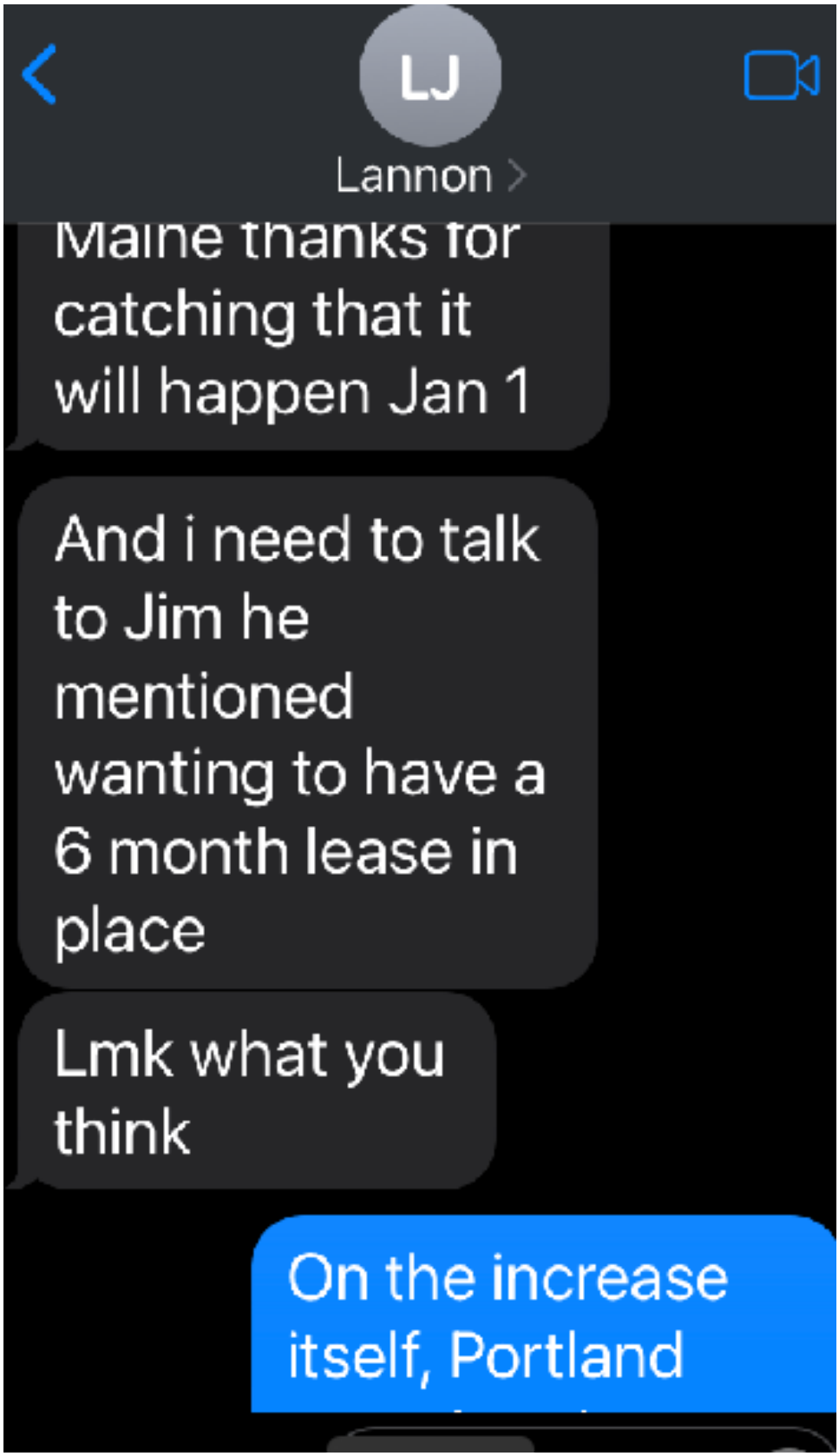
> On May 26, 2022, at 1:51 PM, Jaime Devins <jaime.devins@hotmail.com> wrote:
>
> Hi Julie,
>
> OK to August 1st. We're doing well, hope you are also.
>
> Jaime and Evan

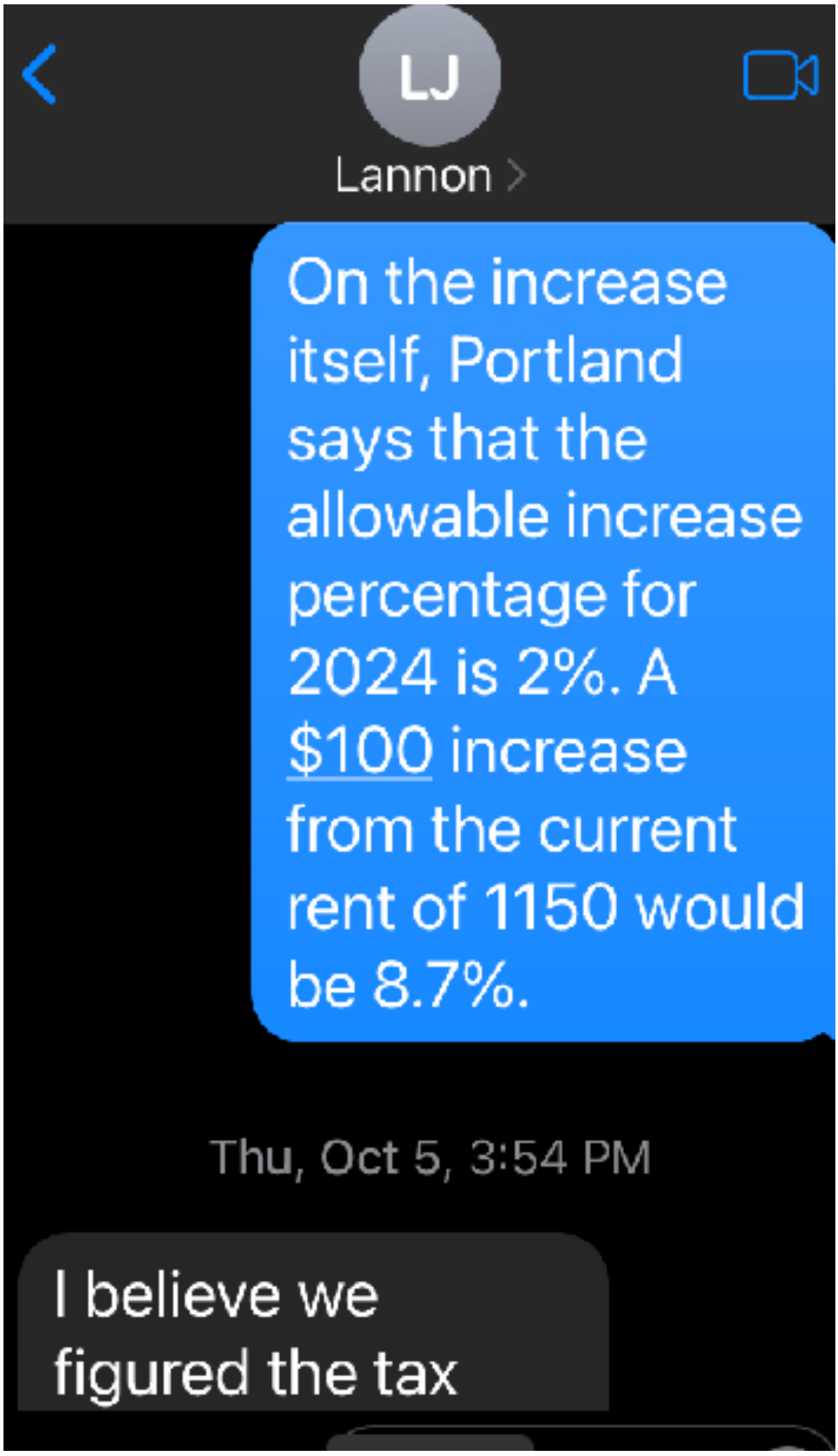
Attachment H: October 2023 text message from Julie to Jaime giving improper notice of rent increase

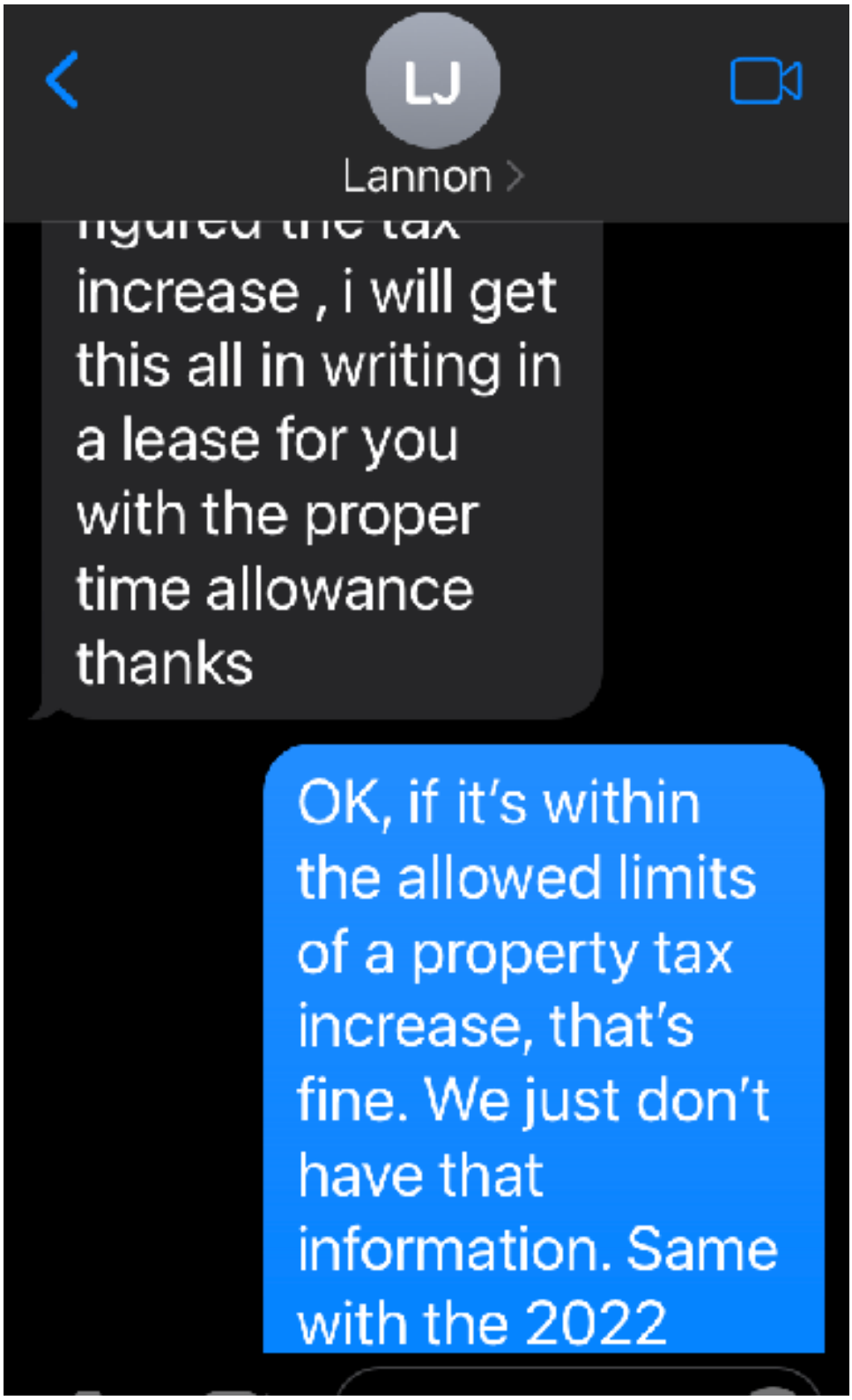


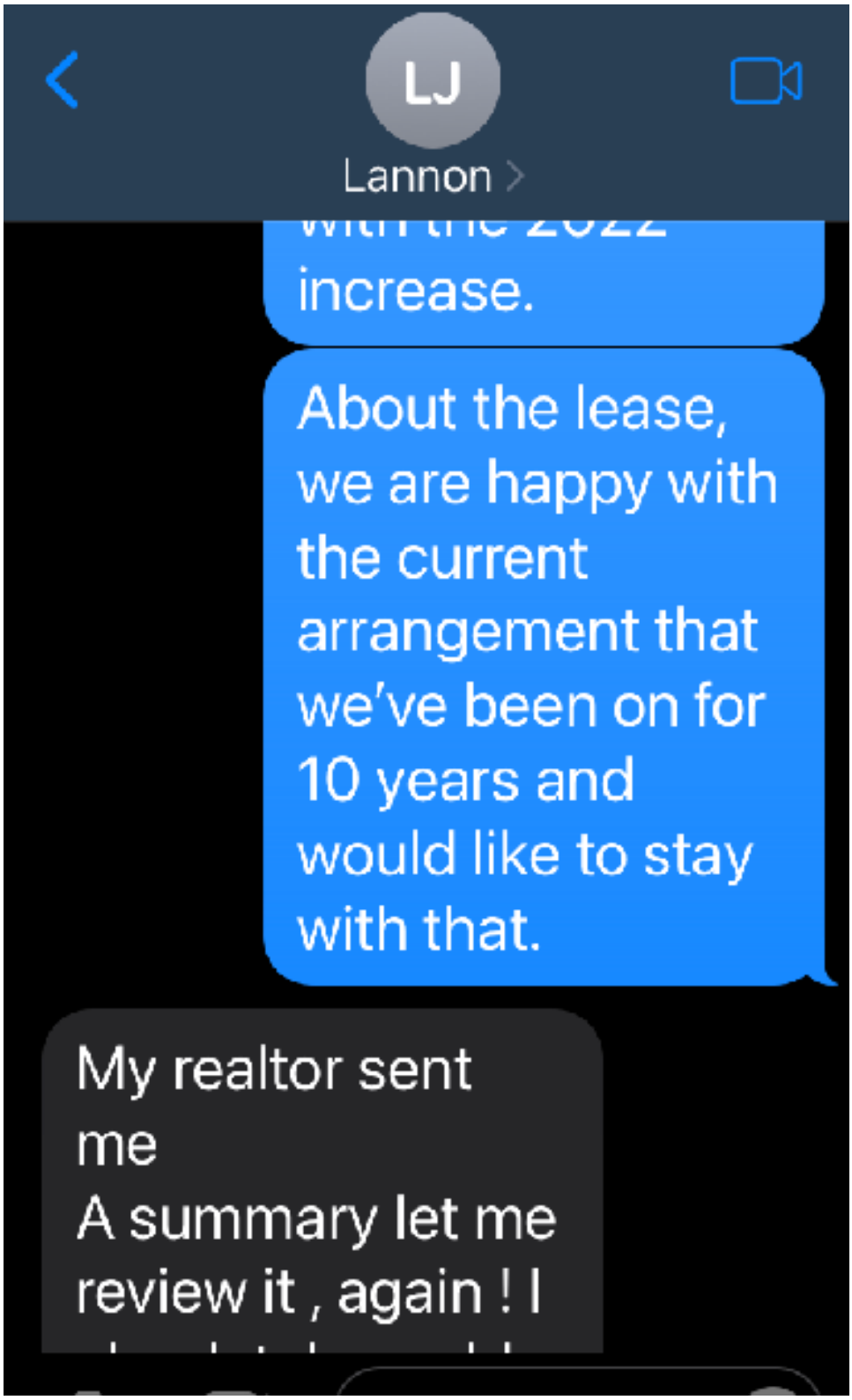

LJ
Lannon
Sun, Oct 1, 9:23 PM
Sorry couldn't find your email , just wanted you to know if you did a lease in December it wouldnt be for 12 months , it would be 6 or 9 months . Let me know and Thanks
iMessage

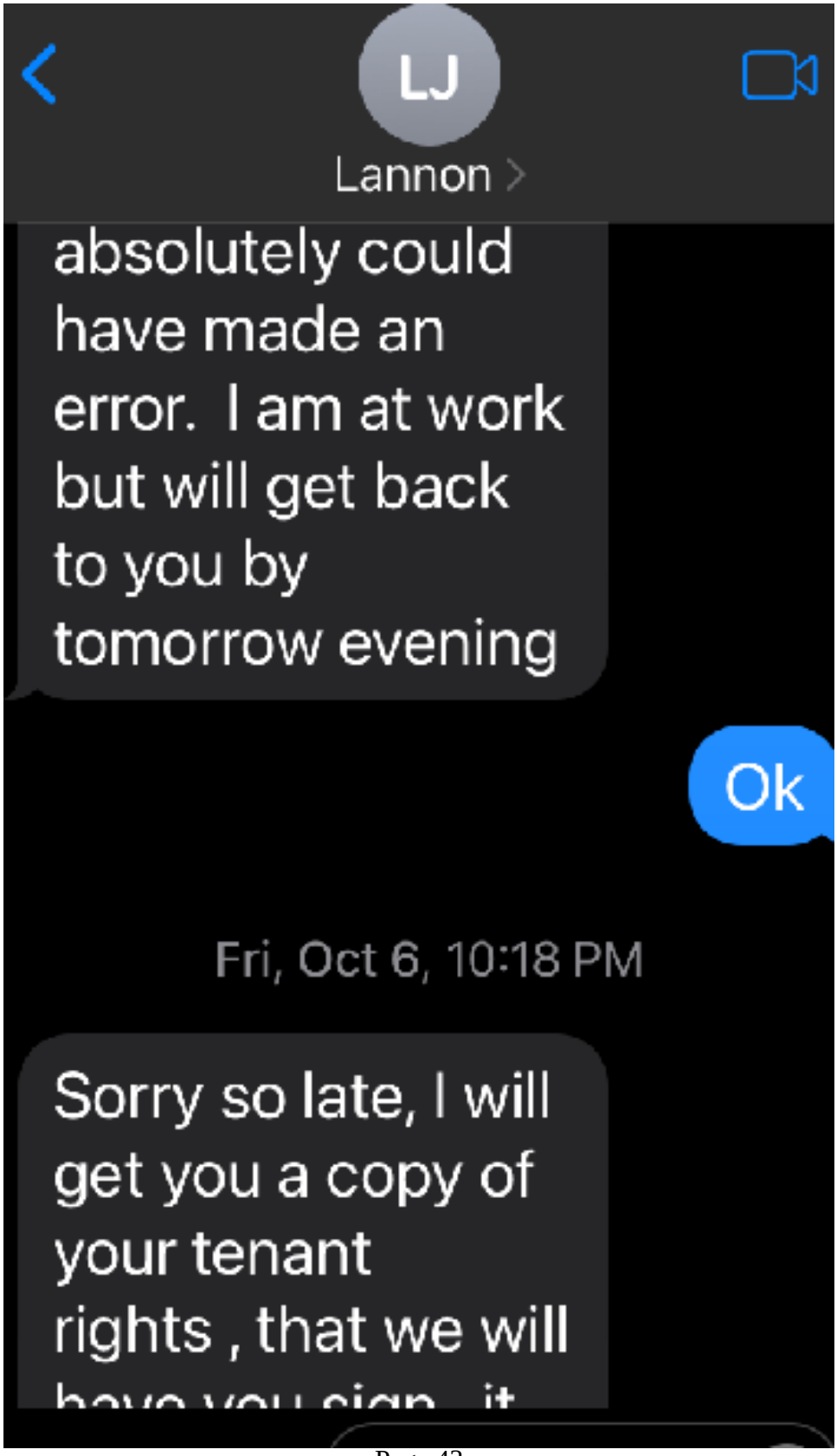

LJ
Lannon
Thanks
iMessage
Thu, Oct 5, 12:52 PM
We can do 1250.
On the timing, doesn't Portland require 90 days' notice?
Yes Jamie it does I was going off Maine thanks for catching that it

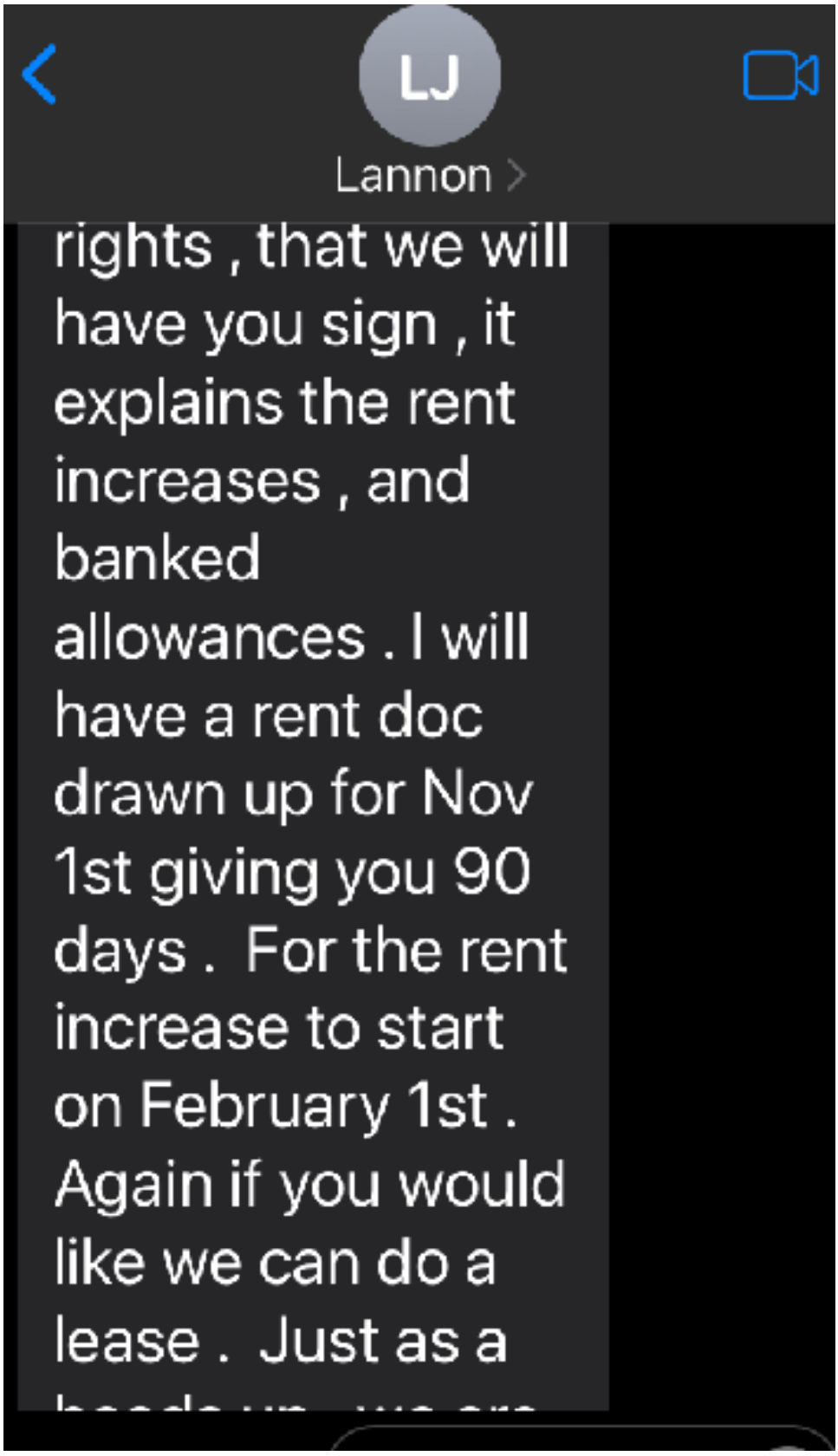

LJ
Lannon
Maine thanks for catching that it will happen Jan 1
And i need to talk to Jim he mentioned wanting to have a 6 month lease in place
Lmk what you think
On the increase itself, Portland

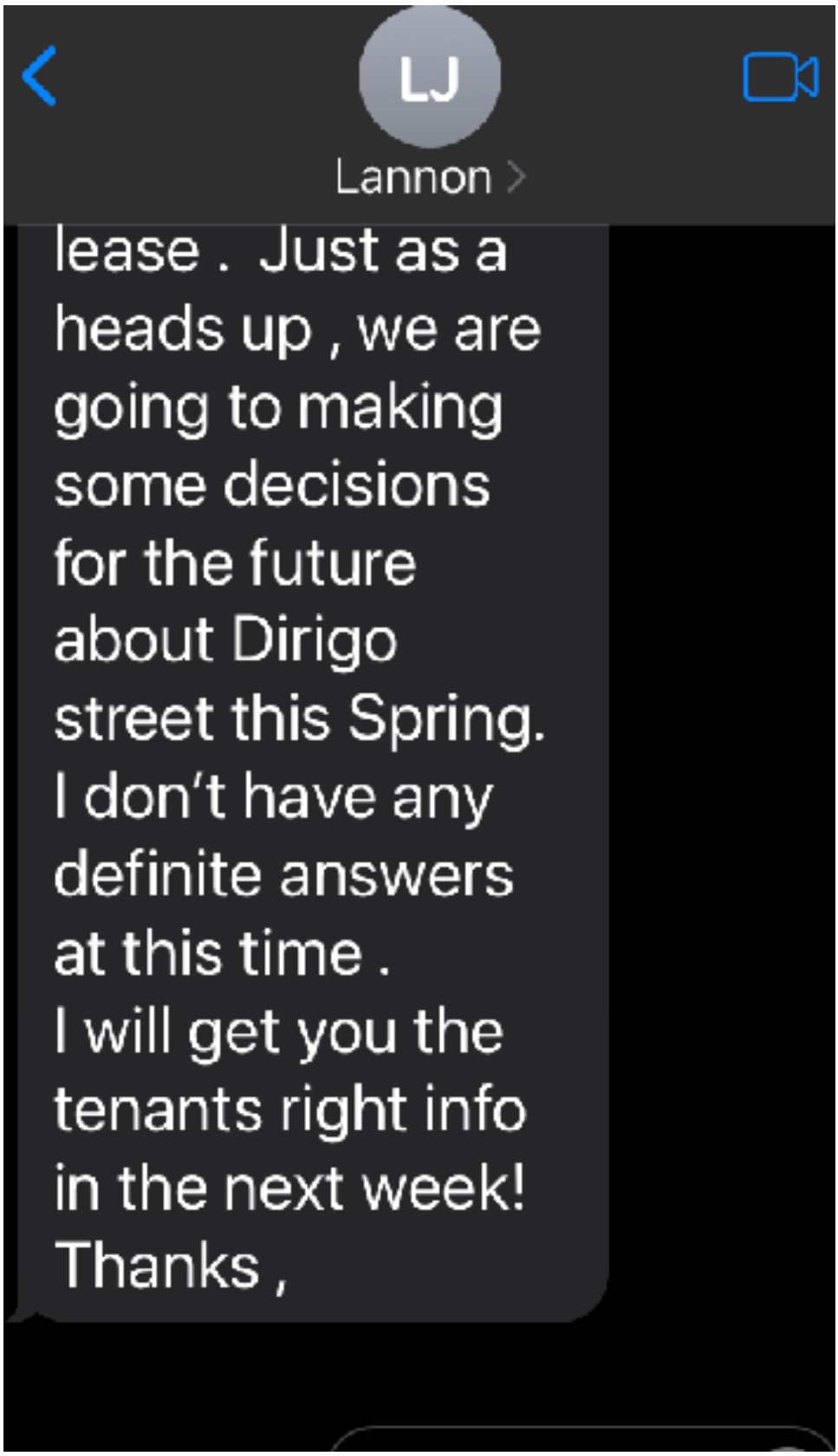

LJ
Lannon
On the increase itself, Portland says that the allowable increase percentage for 2024 is 2%. A $100 increase from the current rent of 1150 would be 8.7%.
Thu, Oct 5, 3:54 PM
I believe we figured the tax

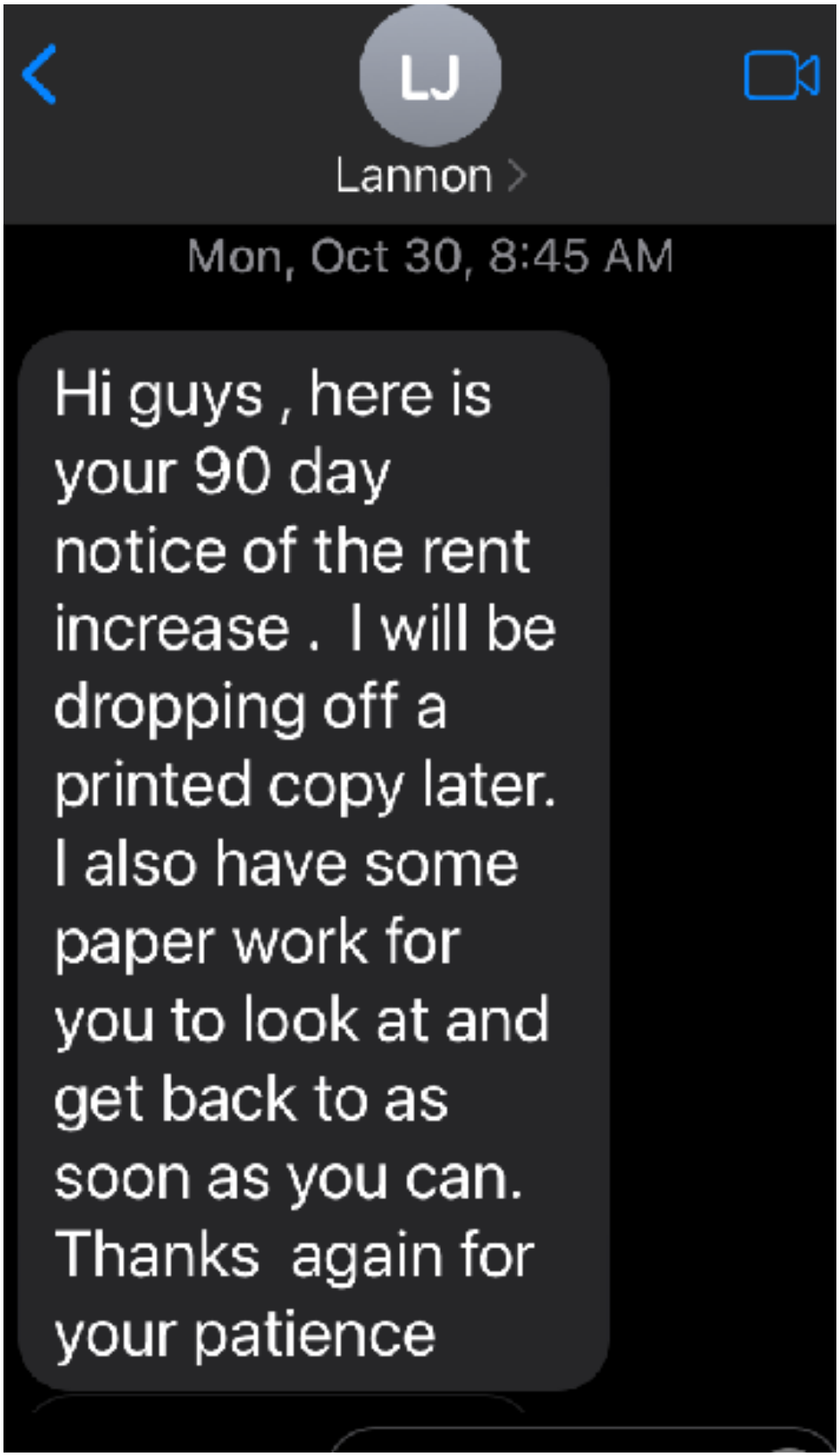

LJ
Lannon
figured the tax
increase , i will get this all in writing in a lease for you with the proper time allowance thanks
OK, if it's within the allowed limits of a property tax increase, that's fine. We just don't have that information. Same with the 2022


LJ
Lannon
increase.
About the lease, we are happy with the current arrangement that we've been on for 10 years and would like to stay with that.
My realtor sent me
A summary let me review it , again ! I


LJ
Lannon
absolutely could have made an error. I am at work but will get back to you by tomorrow evening
Ok
Fri, Oct 6, 10:18 PM
Sorry so late, I will get you a copy of your tenant rights , that we will


LJ
Lannon
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

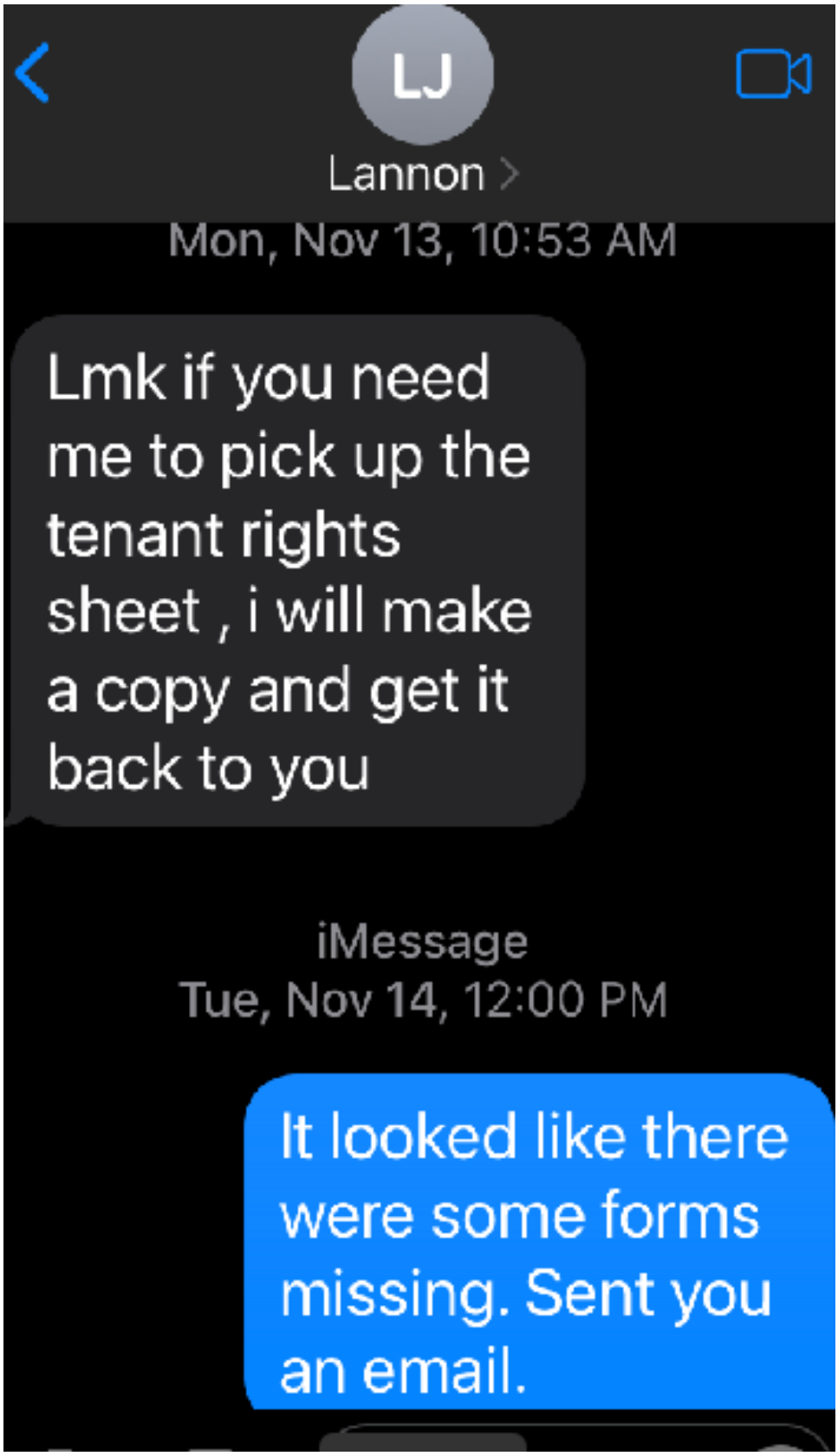

LJ
Lannon
lease . Just as a heads up , we are going to making some decisions for the future about Dirigo street this Spring. I don't have any definite answers at this time .
I will get you the tenants right info in the next week!
Thanks ,

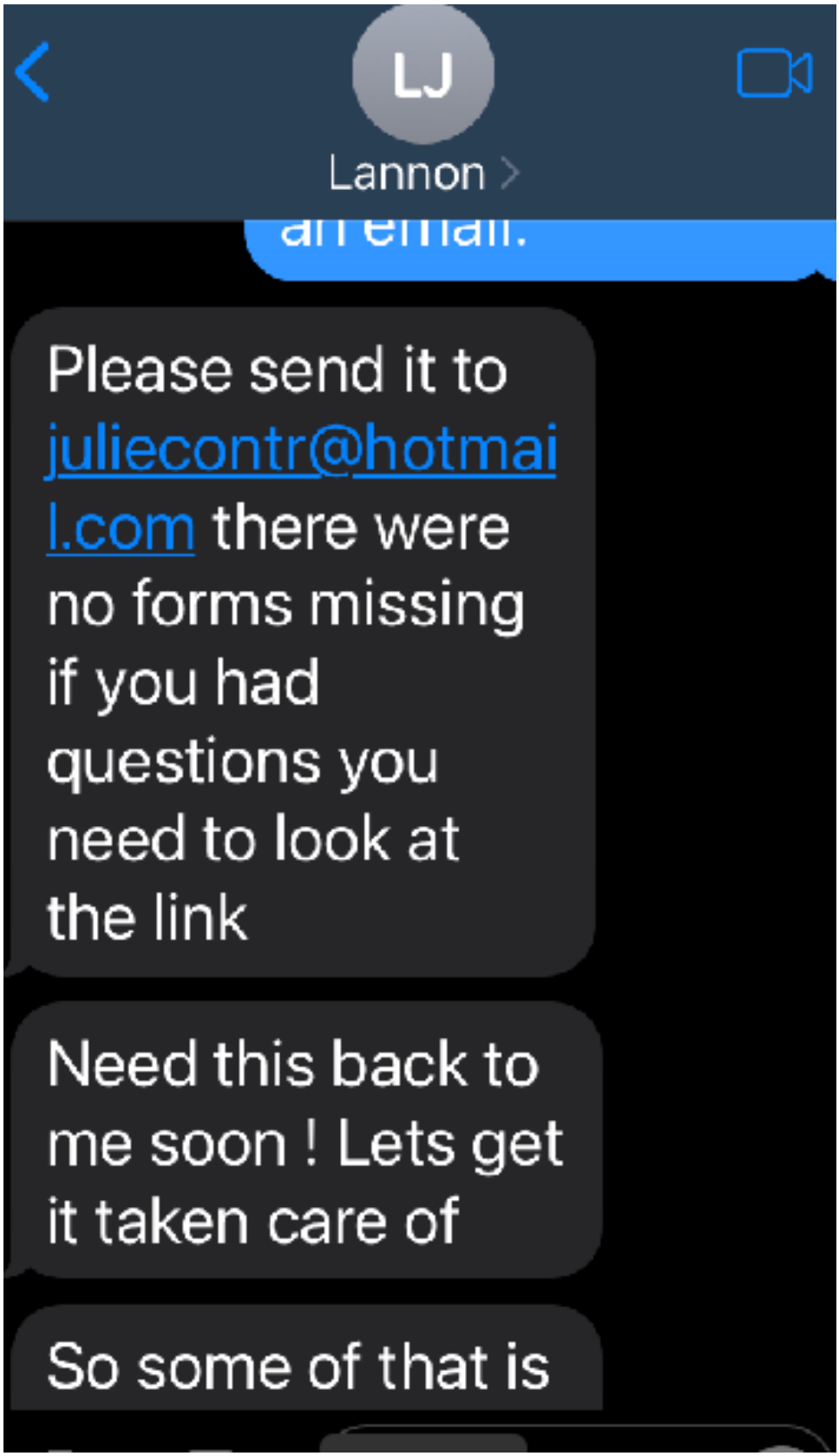

LJ
Lannon
Mon, Oct 30, 8:45 AM
Hi guys , here is your 90 day notice of the rent increase . I will be dropping off a printed copy later. I also have some paper work for you to look at and get back to as soon as you can. Thanks again for your patience

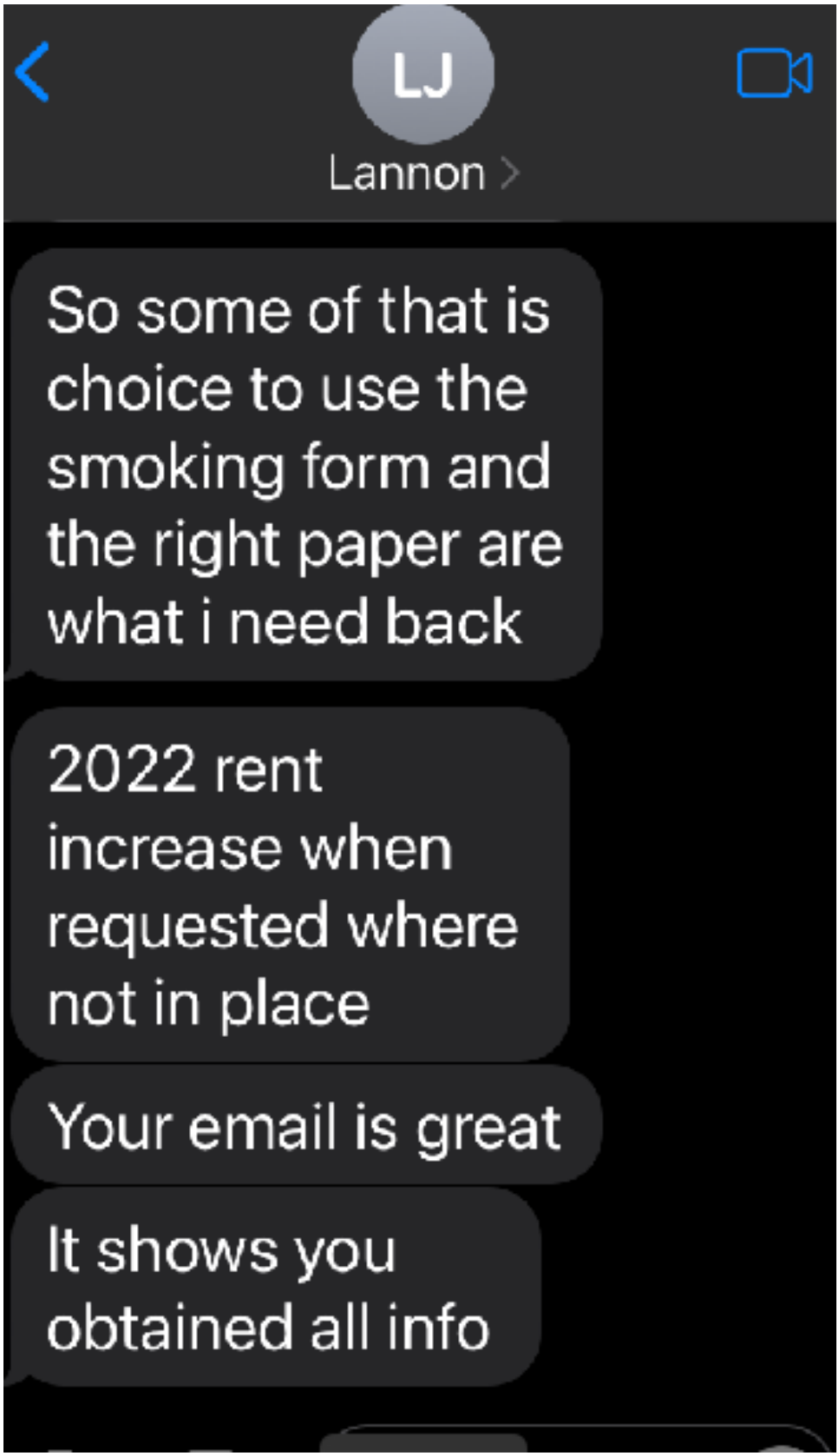
LJ
Lannon
Text Message
Mon, Oct 30, 4:32 PM
Hi , I am going to stop by with the rent increase not and tenant rights paper , do you need me to wait to accept it or can I just leave it , if you could lmk asap that would be greatly appreciated

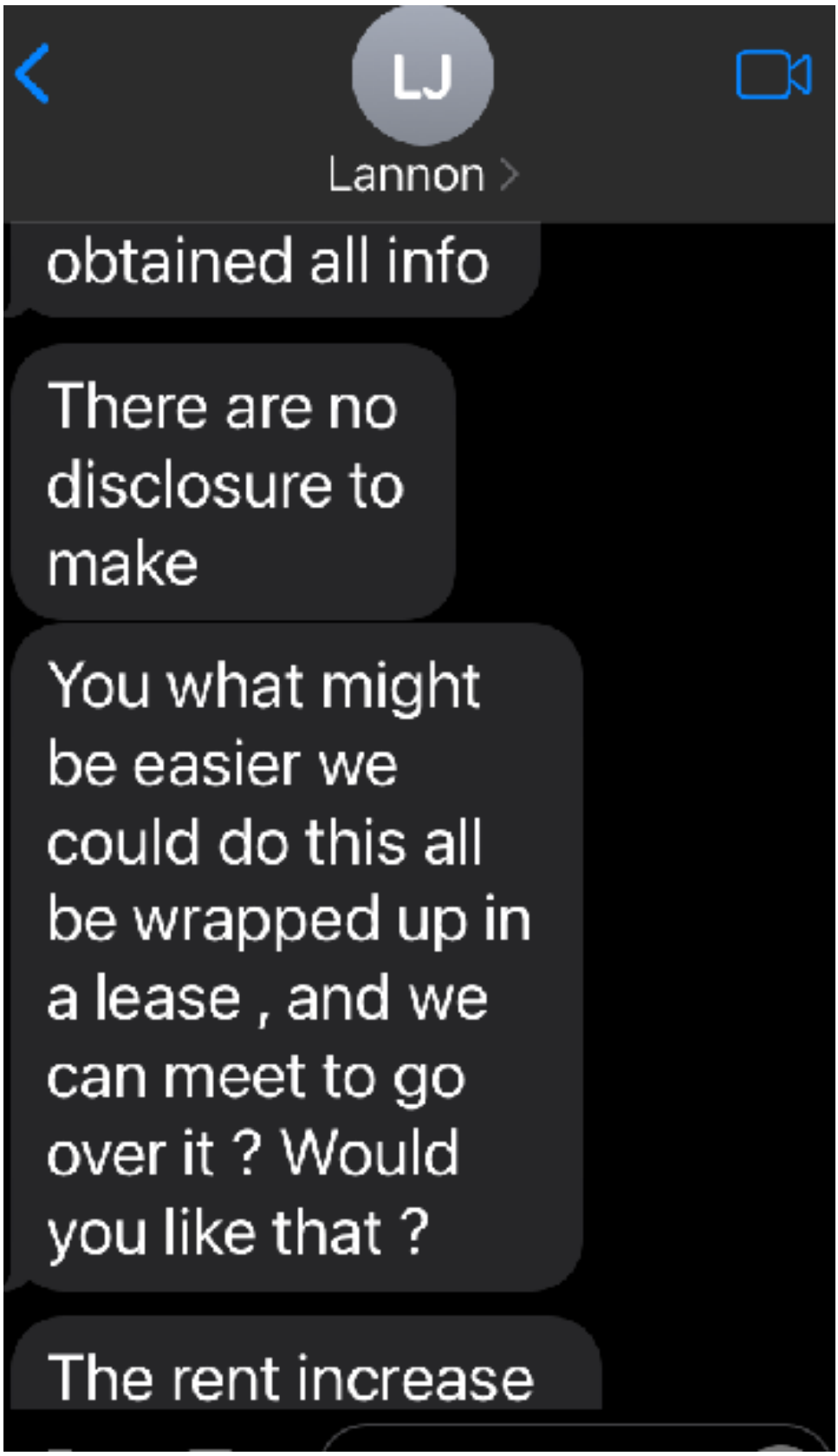
LJ
Lannon
appreciated
iMessage
Hi, drop off is ok
Great
Sorry, in a meeting now
In the mailbox in a fed ex envelope
Text Message

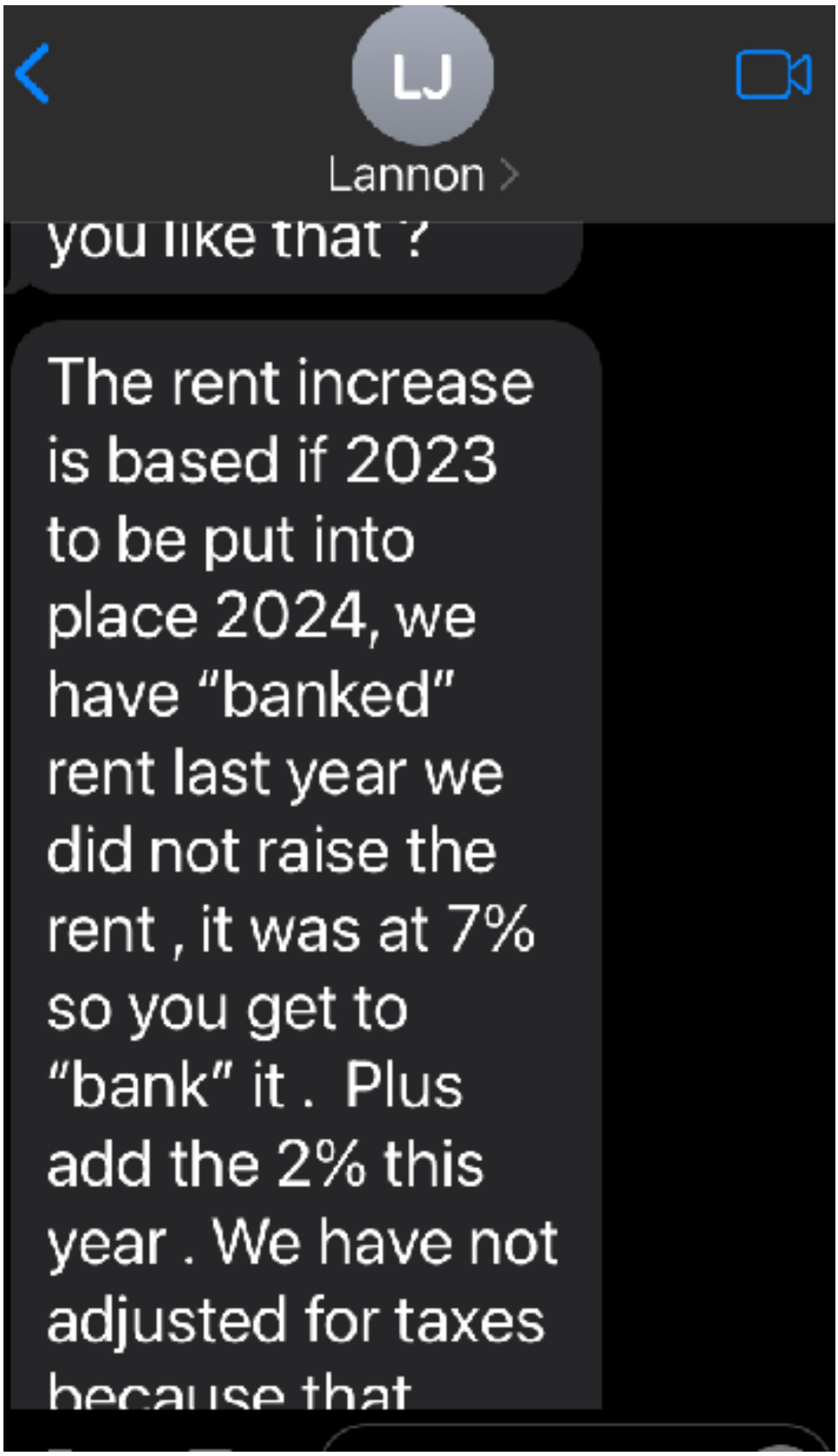
Attachment I: November 2023 text message from Julie to Jaime asking if forms have been signed yet

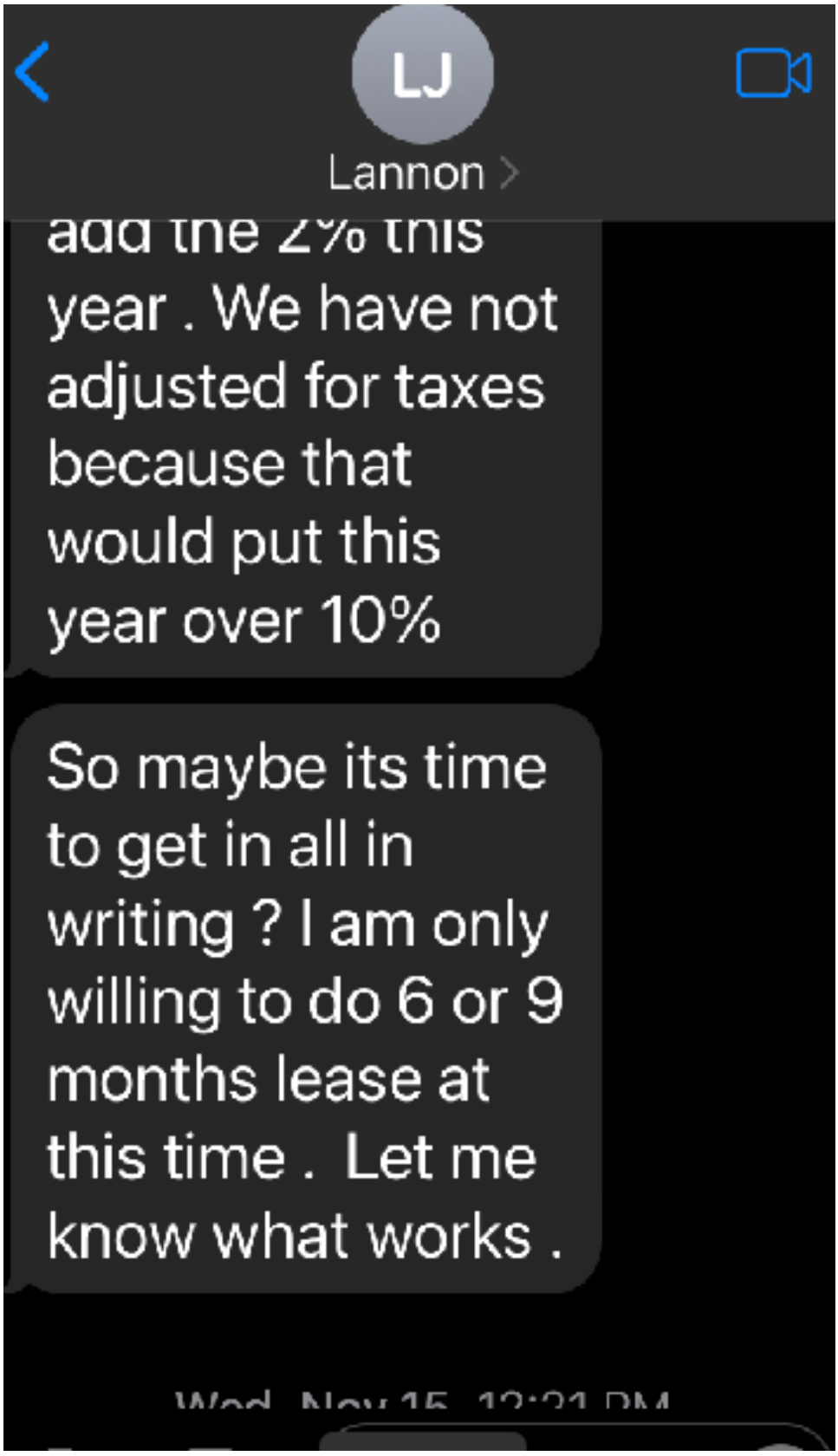


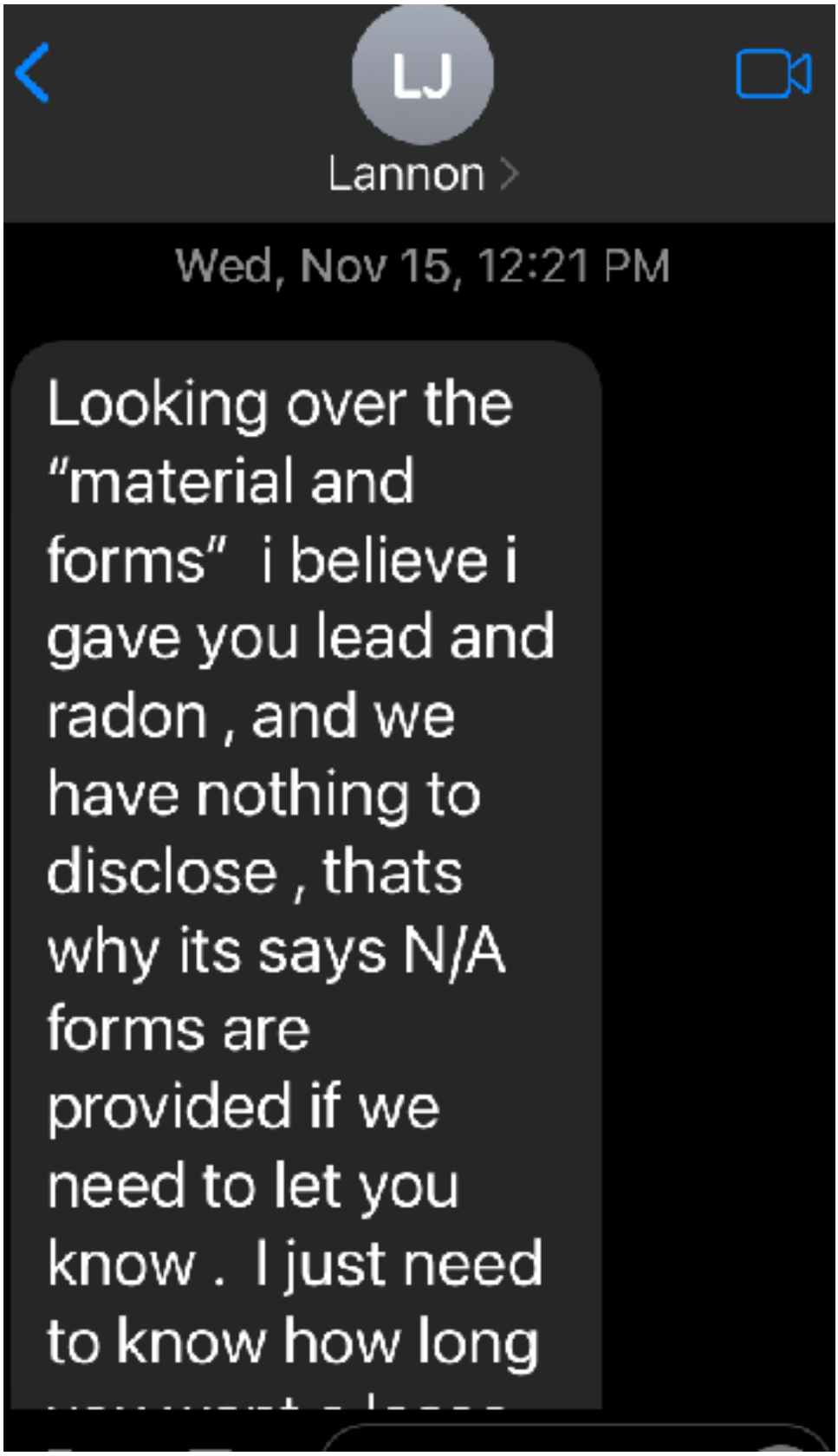

LJ
Lannon
an email.
Please send it to juliecontr@hotmail.com there were no forms missing if you had questions you need to look at the link
Need this back to me soon ! Lets get it taken care of
So some of that is

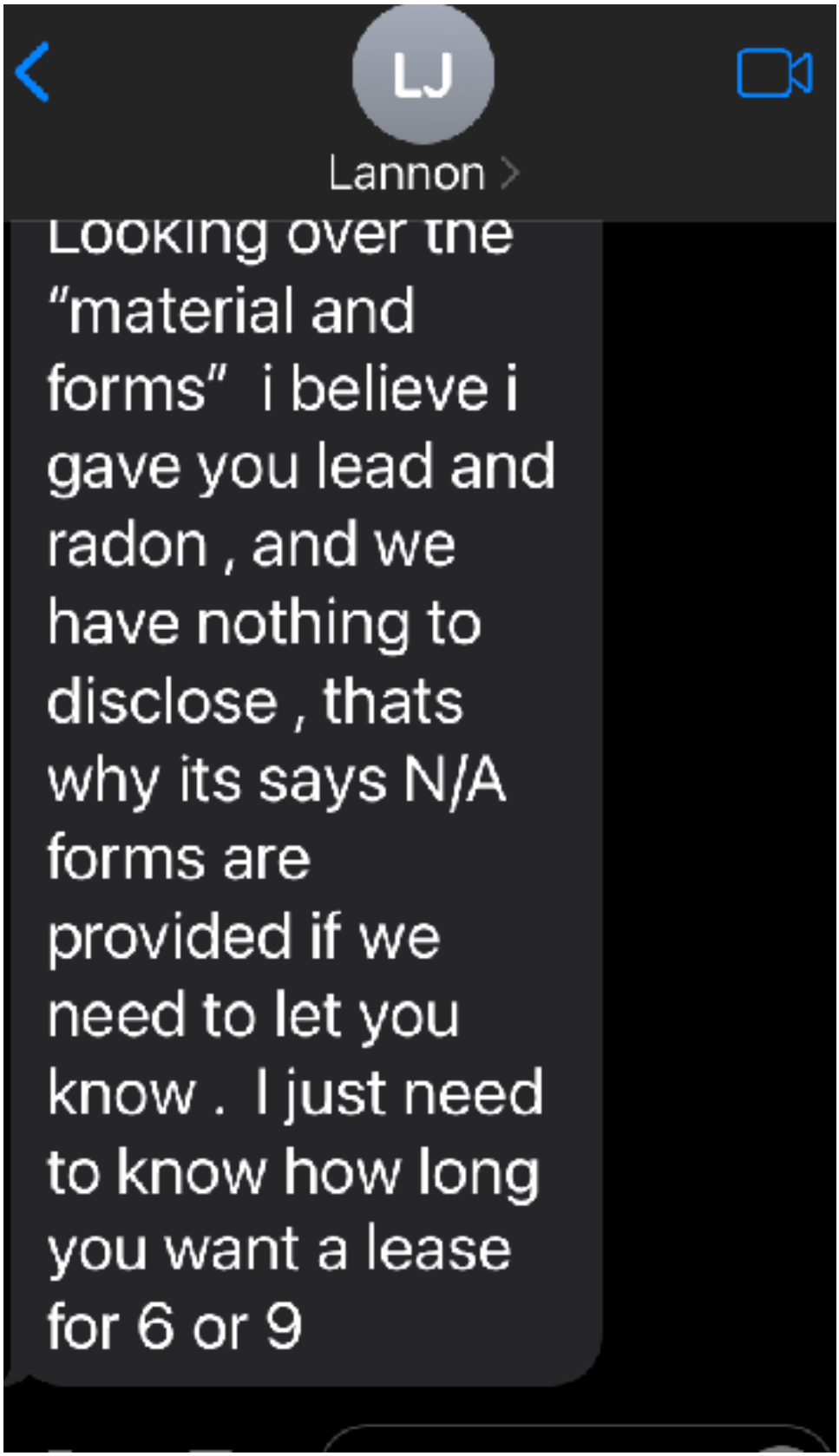

LJ
Lannon
So some of that is choice to use the smoking form and the right paper are what i need back
2022 rent increase when requested where not in place
Your email is great
It shows you obtained all info


LJ
Lannon
obtained all info
There are no disclosure to make
You what might be easier we could do this all be wrapped up in a lease , and we can meet to go over it ? Would you like that ?
The rent increase


LJ
Lannon
you like that ?
The rent increase is based if 2023 to be put into place 2024, we have "banked" rent last year we did not raise the rent , it was at 7% so you get to "bank" it . Plus add the 2% this year . We have not adjusted for taxes because that


LJ
Lannon
add the 2% this year . We have not adjusted for taxes because that would put this year over 10%
So maybe its time to get in all in writing ? I am only willing to do 6 or 9 months lease at this time . Let me know what works .


LJ
Lannon
Wed, Nov 15, 12:21 PM
Looking over the "material and forms" i believe i gave you lead and radon , and we have nothing to disclose , thats why its says N/A forms are provided if we need to let you know . I just need to know how long


LJ
Lannon
Looking over the "material and forms" i believe i gave you lead and radon , and we have nothing to disclose , thats why its says N/A forms are provided if we need to let you know . I just need to know how long you want a lease for 6 or 9

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

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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 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

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

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

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

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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 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

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:

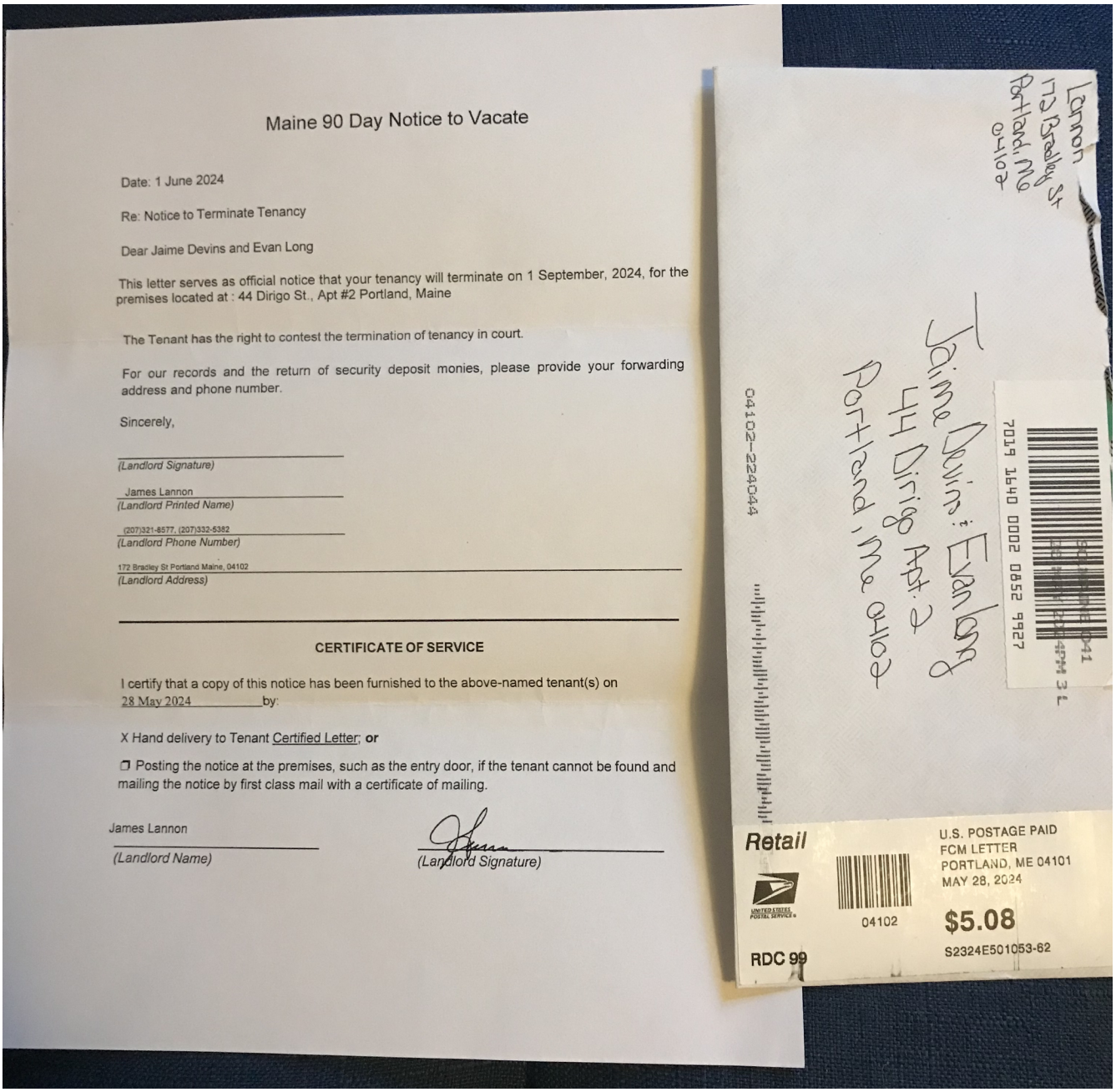
-Notice of Rent Increase for 2022
https://content.civicplus.com/api/assets/589f017c-4b79-49df-adfb-c53f6ba01d12

-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:

X 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 0592 9827

Retail
UNITED STATES POSTAL SERVICE
04102
U.S. POSTAGE PAID
FCM LETTER
PORTLAND, ME 04101
MAY 28, 2024
$5.08
S2324E501053-62
RDC 99

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 ,

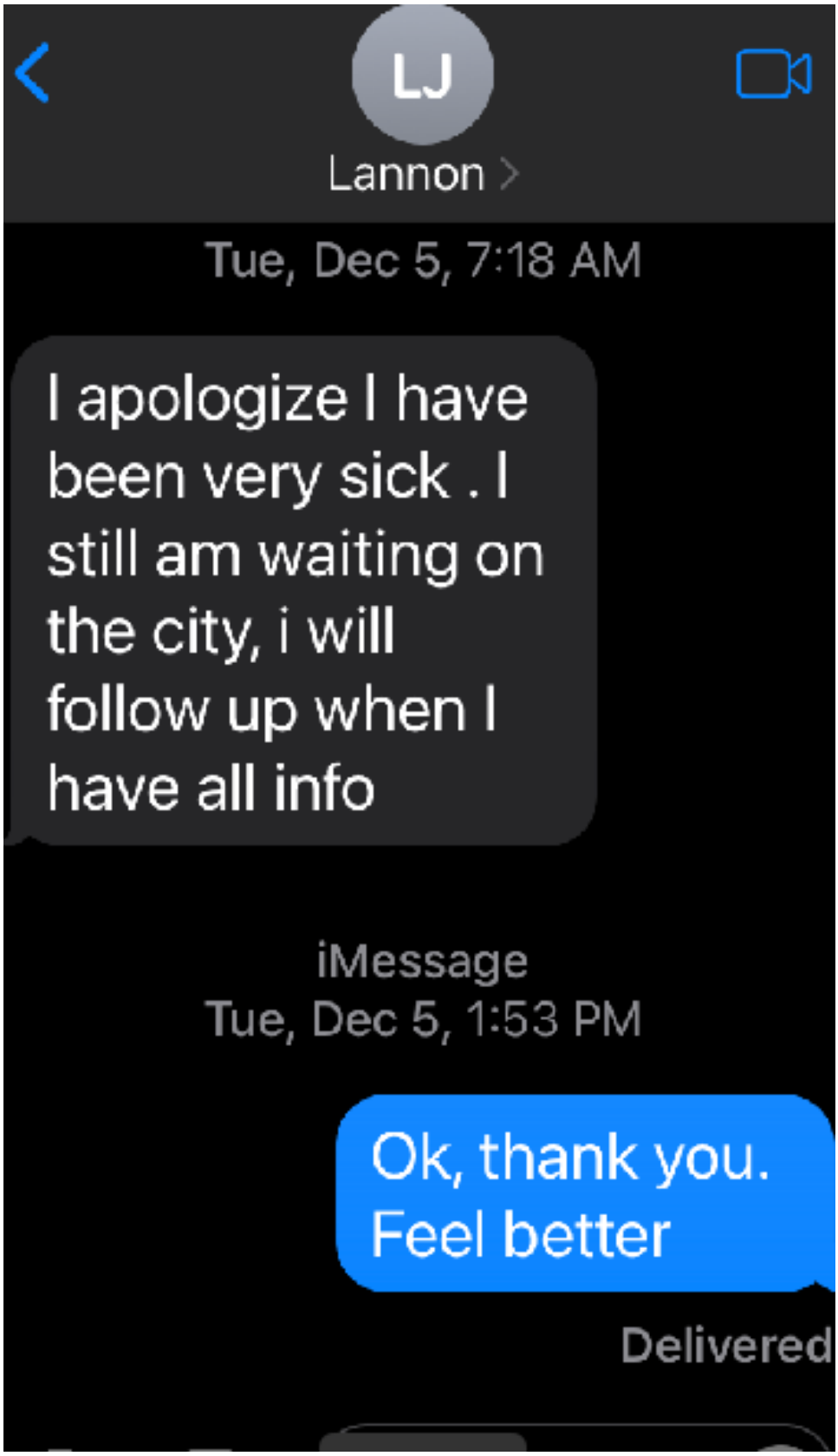
Sorry for the delayed response. I am waiting on a couple things from the city. Not sure what the timing will be.
Reasonable , with the holiday, I can get you all you need by the Tuesday the 28th. Then we can coordinate how forms need to be signed. My schedule it tight for the next few weeks. I do want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

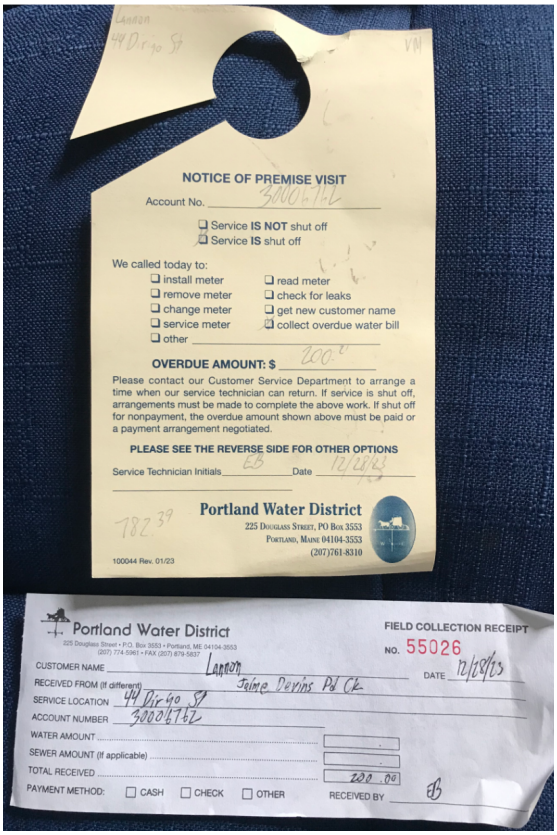
On Nov 19, 2023, at 10:36 AM, Jaime Devins <jaime.devins@hotmail.com> wrote:

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



NOTICE OF PREMISE VISIT

Account No. 30004762

❑ Service **IS NOT** shut off
☑ Service **IS** shut off

We called today to:

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

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 CB Date 12/28/23

782.39

Portland Water District
225 Douglass Street, PO Box 3553
Portland, Maine 04104-3553
(207)761-8310

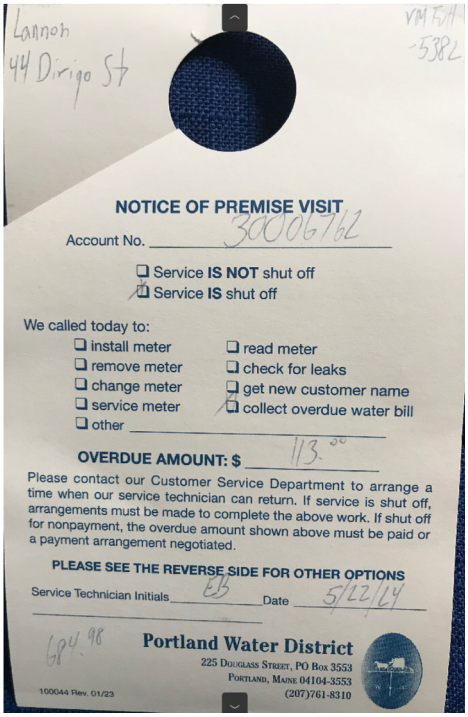
100044 Rev. 01/23

Portland Water District
225 Douglass Street • P.O. Box 3553 • Portland, ME 04104-3553
(207) 774-5961 • FAX (207) 879-5837

FIELD COLLECTION RECEIPT
NO. 55026

CUSTOMER NAME Lannon
DATE 12/28/23
RECEIVED FROM (If different) Jaime Devins Pd Ck
SERVICE LOCATION 44 Dirigo St
ACCOUNT NUMBER 30004762
WATER AMOUNT
SEWER AMOUNT (If applicable)
TOTAL RECEIVED 200.00
PAYMENT METHOD: ☐ CASH ☐ CHECK ☐ OTHER
RECEIVED BY CB

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



Lannon
44 Dirigo St

VM 5/11
-538L

NOTICE OF PREMISE VISIT

Account No. 3000676L

☐ 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: $ 113.50

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

64.98

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

Dear JAMES J LANNON JR

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.

Payment Confirmation

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/AQMkADAwATY0MDABI

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.

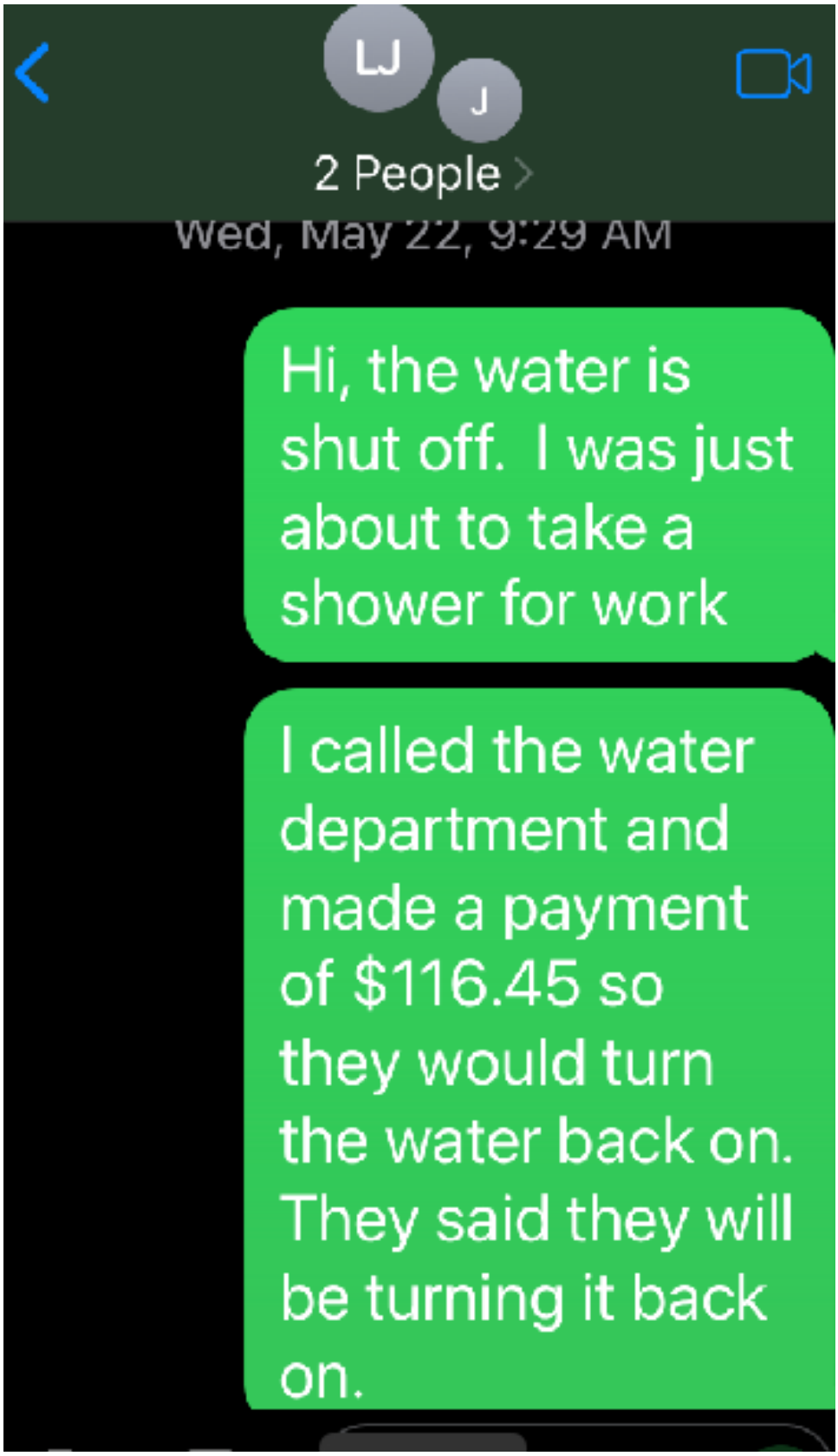
Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list

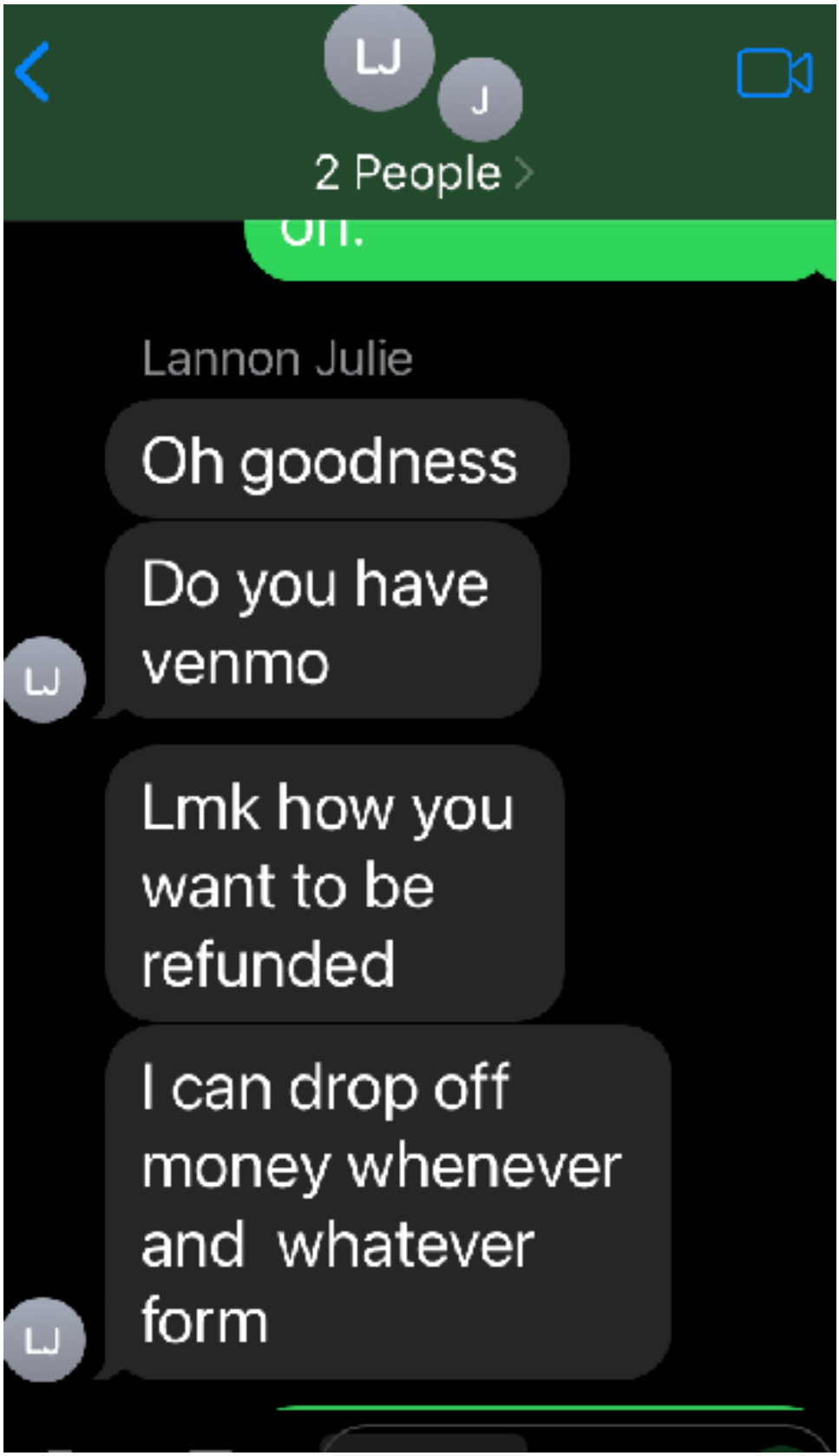
$116.45

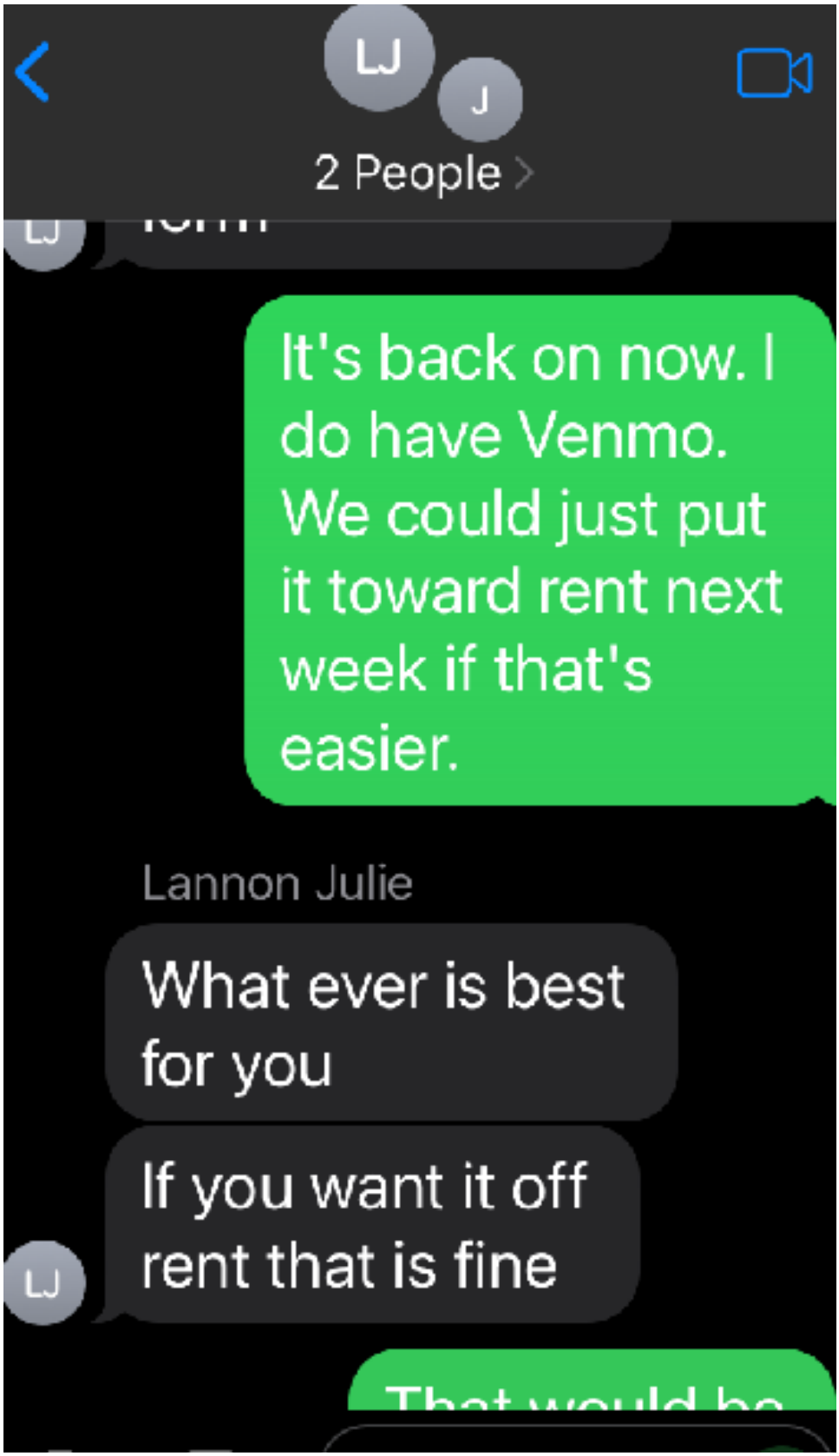
Message:

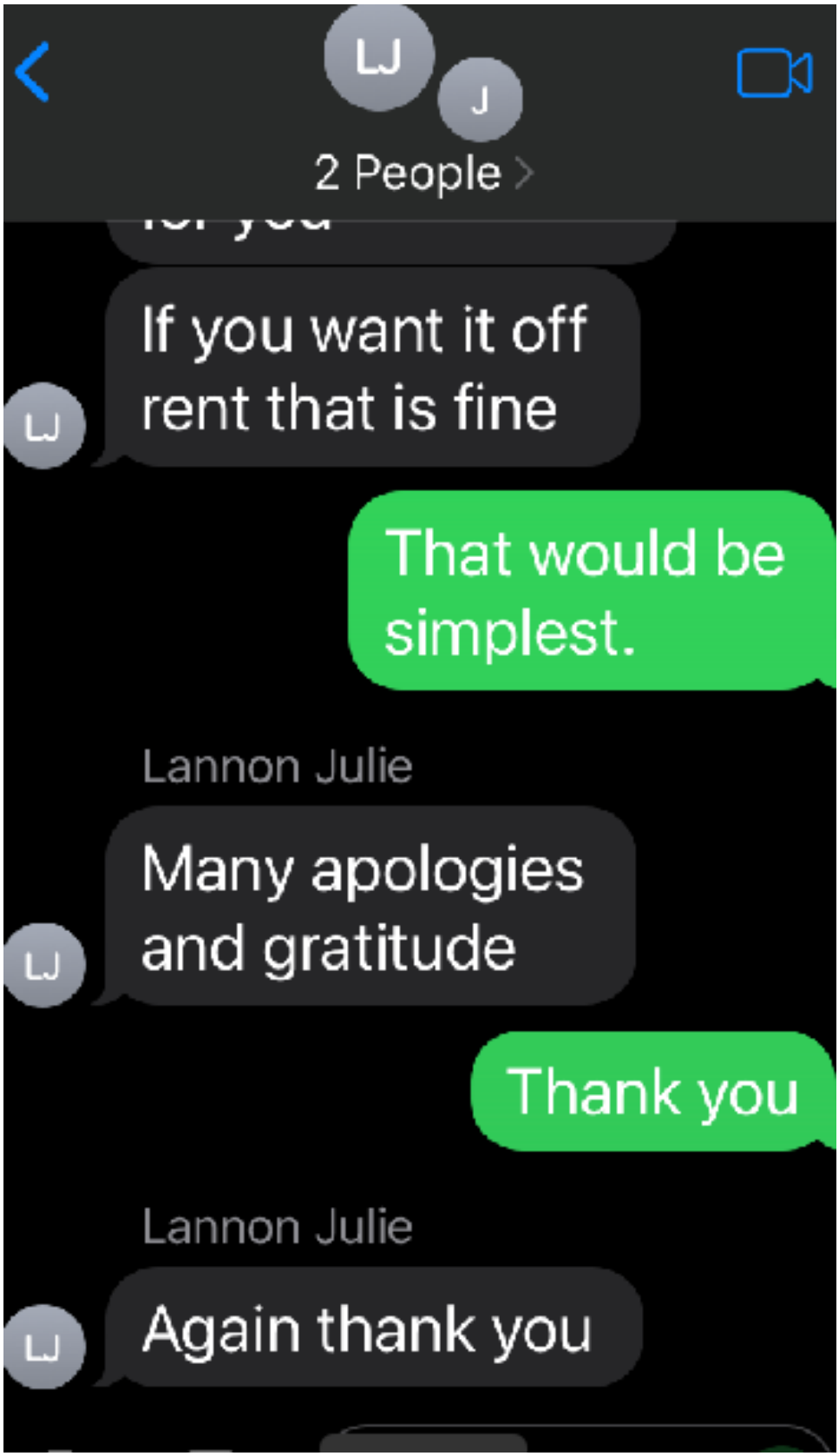
Approved 813635

Attachment T: May 2024 texts about water shut-off, "oh goodness"




LJ
J
2 People
Lannon Julie
Oh goodness
Do you have venmo
Lmk how you want to be refunded
I can drop off money whenever and whatever form


LJ
J
2 People
It's back on now. I do have Venmo. We could just put it toward rent next week if that's easier.
Lannon Julie
What ever is best for you
If you want it off rent that is fine
LJ


LJ
J
2 People
If you want it off rent that is fine
That would be simplest.
Lannon Julie
Many apologies and gratitude
Thank you
Lannon Julie
Again thank you

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,

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 lannon <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?

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.

> 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 $1050.00starting 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.
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,

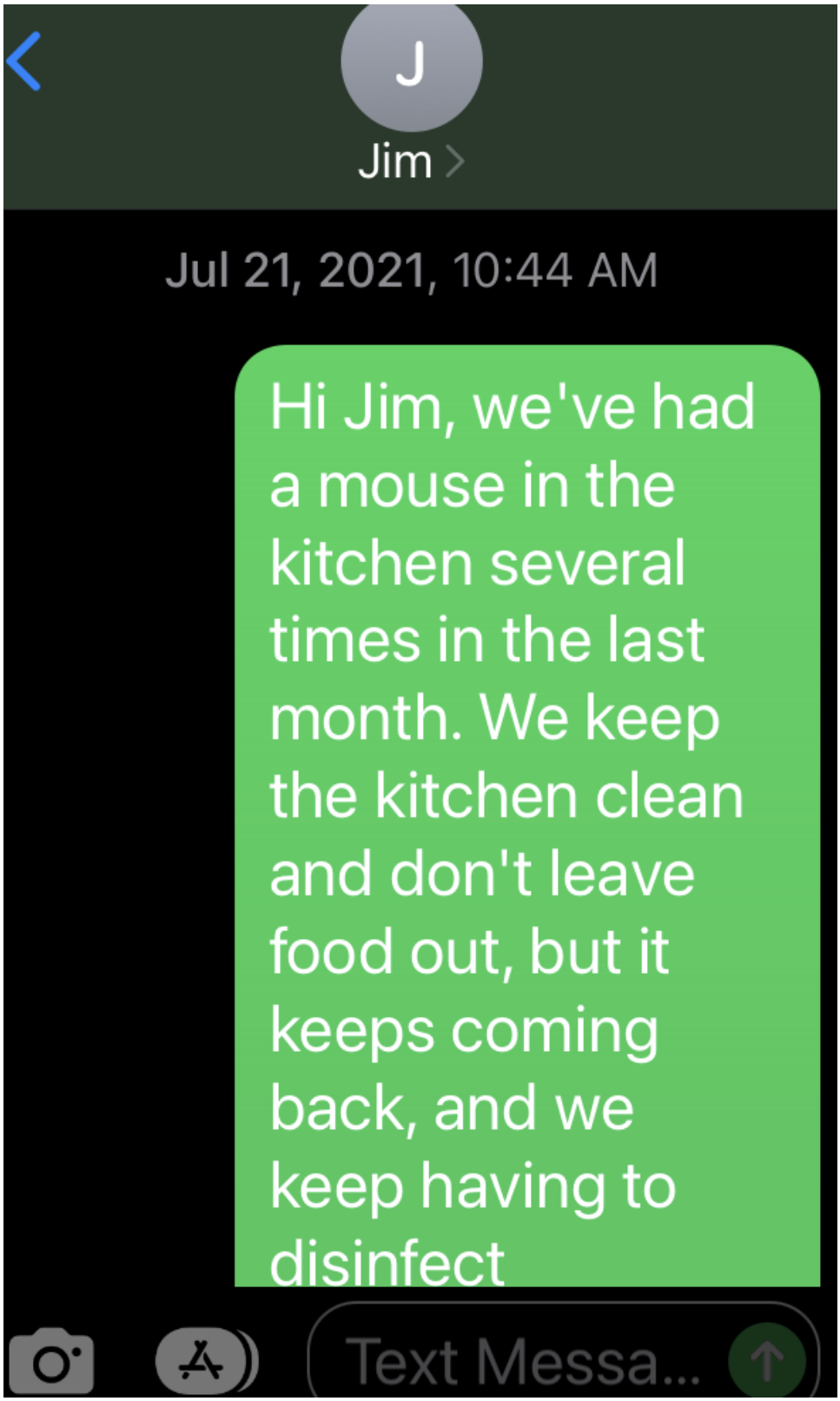
Sorry it's taken us so long to get back to you. We would be interested in a lease for November 1st to October 31st for this apartment, if that is okay.
Thank you,
Jaime and Evan

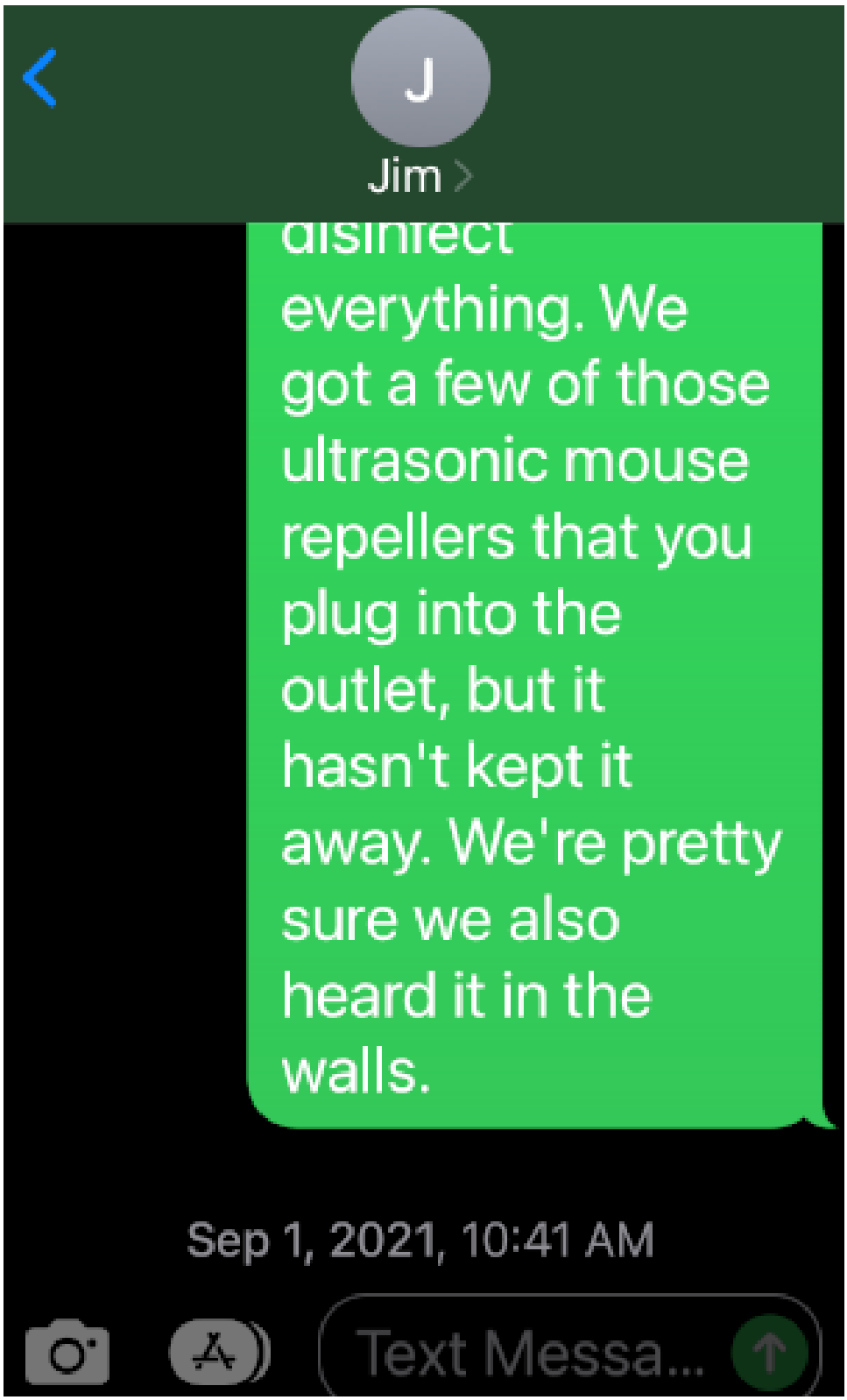
Re: PWD Disconnection Notice

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 perfer 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




J
Jim
disinfect
everything. We
got a few of those
ultrasonic mouse
repellers that you
plug into the
outlet, but it
hasn't kept it
away. We're pretty
sure we also
heard it in the
walls.
Sep 1, 2021, 10:41 AM
Text Messa...

-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 ion 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

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

Memorandum

TO: Zachary Lenhert, Licensing and Housing Safety Manager
CC: Dylan Orr, Rental Registration Coordinator
FROM: Adam O'Connor, Rental Registration Inspector
DATE: 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.

Fidium Fiber – Maine's choice fo
Jillian Baller, Kerry Lee Hall,
Aimee Cates Ramirez
To advertise
with qualifying purchase*
valued at $535.
1

2
Long
Devins
Everlasting
Herbs

-NOTICE OF VIOLATION-

City of Portland | Permitting and Inspections
Zachary Lenhert, 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. Lenhert

Licensing & Housing Safety Manager

-NOTICE OF VIOLATION-

City of Portland | Permitting and Inspections
Zachary Lenhert, 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. Lenhert
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 toanswer 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

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3 attachments

image0.png
245K

Text Exchange.docx
1969K

Exchange.pdf
40K

Exchange

Julie Contreras-Lannon <jeclannon@gmail.com> Mon, Jul 29 at 7:55 AM
To: Julie Contreras-Lannon <jeclannon@gmail.com>

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

6:06 LTE

Gmail - Checking in

Gmail Julie Lannon <44dirigost@gmail.com>

Checking in

Jaime Devins <jaime.devins@hotmail.com> Sun, Jul 8, 2018 at 9:26 PM
To: "44dirigost@gmail.com" <44dirigost@gmail.com>

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

10:17

jaime.devins@hotmail.com

Thu, Oct 5 at 12:52 PM

We can do 1250.

On the timing, doesn't Portland require 90 days' notice?

Yes Jamie it does I was going off Maine thanks for catching that it will happen Jan 1

And i need to talk to Jim he mentioned wanting to have a 6 month lease in place

Lmk what you think

On the increase itself, Portland says that the allowable increase percentage for 2024 is 2%. A $100 increase from the current rent of 1150 would be 8.7%.

Thu, Oct 5 at 3:54 PM

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

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.

About the lease, we are happy with the

iMessage

10:18

jaime.devins@hotmail.com

property tax increase, that's fine. We just don't have that information. Same with the 2022 increase.

About the lease, we are happy with the current arrangement that we've been on for 10 years and would like to stay with that.

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

Ok

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 ,

iMessage

9:36 1h

1

JD

Jamie

Sun, Oct 1 at 9:23 PM

Sorry couldn't find your email , just wanted you to know if you did a lease in December it wouldnt be for 12 months , it would be 6 or 9 months . Let me know and Thanks

Mon, Oct 30 at 4:32 PM

Hi , I am going to stop by with the rent increase not and tenant rights paper , do you need me to wait to accept it or can I just leave it , if you could lmk asap that would be greatly appreciated

Mon, Nov 13 at 10:53 AM

Lmk if you need me to pick up the tenant rights sheet , i will make a copy and get it back to you

Wed, Nov 15 at 8:40 PM

So jim sent me your email , would you like to meet with me to go over things ?

And I am happy to meet with you to go over all forms , it does seem that this is not the best way to communicate .

Tue, Dec 5 at 7:18 AM

I apologize I have been very sick . I still am waiting on the city, i will follow up when I have all info

+ Text Message

10:18

jaime.devins@hotmail.com

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

pdf

Copy%20of%20Ren-t.pdf.pdf
PDF Document · 24 KB

Mon, Oct 30 at 4:38 PM

Hi, drop off is ok

iMessage

9:31 1h

jaime.devins@hotmail.com

Tue, Nov 14 at 1:08 PM

So some of that is choice to use the smoking form and the right paper are what i need back

2022 rent increase when requested where not in place

Your email is great

It shows you obtained all info

There are no disclosure to make

You what might be easier we could do this all be wrapped up in a lease , and we can meet to go over it ? Would you like that ?

The rent increase is based if 2023 to be put into place 2024, we have "banked" rent last year we did not raise the rent , it was at 7% so you get to "bank" it . Plus add the 2% this year . We have not adjusted for taxes because that would put this year over 10%

So maybe its time to get in all in writing ? I am only willing to do 6 or 9 months lease at this time . Let me know what works .

Wed, Nov 15 at 12:21 PM

iMessage

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 – <u>this is an admission of retaliation</u>. 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, <u>the landlords' claim of ignorance is a lie</u> 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 <u>after</u> 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 <u>under no circumstances</u> 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. <u>That they do this unconditionally is the only RCO-compliant outcome</u>. 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, <u>any such housing being that which we were forced to seek solely due to the landlords' issuing of the retaliatory 5/31 Notice</u>, 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

Harassment from the Landlords of 44 Dirigo Street

Jaime Devins and Evan Long <jetvideo@outlook.com> Thu, Aug 8, 2024 at 1:40 PM
To: "rentboard@portlandmaine.gov" <rentboard@portlandmaine.gov>

Members of the Rent Board:

We received the below e-mail (at bottom) on Wednesday evening from Jim Lannon in which he again offered to withdraw his retaliatory Notice to Vacate if we agree to withdraw our complaint to the Rent Board so that the landlords face no consequences for any of their illegal behavior. He also states that one of his conditions is that we allow the landlords to keep their ill-gotten gains in the form of the illegally high rent which they have charged us over the past two years even though the RCO states that they are not entitled to it.

The ease with which the landlords show that they can rescind the Notice if and only if we waive our tenant rights again underscores the fact that they issued us this Notice in retaliation for our asserting these rights.

Now, not only have the landlords continued to show no remorse for any of their violations of our rights, but in a move consistent with the spirit of their initial retaliation, they currently are trying to manipulate us into forfeiting the remainder of our rights, even to remedy for violations to which they have admitted before the Board, by cynically leveraging against us the housing insecurity which they themselves created. By voting to allow this retaliation to stand, the Board has enabled the landlords to use our resulting, Board-approved housing insecurity to try to force us into retracting any record of the landlords' wrongdoing while also allowing them to evade any and all penalties for it. Rather than augmenting our housing rights, the Board's findings have put us in the dehumanizing position of being asked to trade in our rights in order to keep a roof over our heads. This cannot have been the intent of the RCO when it created the Board.

Please also note that, in addition to similar statements the landlords made at the 8/5 hearing, this is the second e-mail of this type that Jim has sent us in the span of eight days. As shown in their written statements and in their statements at both hearings, the landlords openly have rejected the bulk of their RCO-related responsibilities and our rights, and we're concerned about a continued escalation from them over this issue. If just the possibility of the landlords' facing consequences from the City has left them feeling threatened and aggrieved enough to begin harassing us, what will be their response when they receive those consequences?

The Board must take action to protect our rights both in the complaint already entered and against any ensuing harassment. Like the landlords' initial retaliation, this is yet another obvious illustration of how they feel entitled to abuse and coerce us in response to our asserting our rights under the RCO.

Sincerely,
Jaime Devins and Evan Long

From: james lannon <lannon4@hotmail.com>
Sent: Wednesday, August 7, 2024 8:37 PM
Cc: juliecontr@hotmail.com <juliecontr@hotmail.com>
Subject: 44 Dirigo

Good Day Jaime and Evan,

This email is to let you know if you are still struggling to find housing, I am still amenable to let you extend your occupancy at 44 Dirigo.

As before, it would be contingent on the provisions of my earlier email from 30 July and contingent on the fines and possible payment of back rent waived.

Best Regards,

James Lannon

Interested Parties of 44 Dirigo St, Unit #2

james lannon <lannon4@hotmail.com> Wed, Aug 21, 2024 at 8:47 AM
To: "rentboard@portlandmaine.gov" <rentboard@portlandmaine.gov>
Cc: Dylan Orr <dorr@portlandmaine.gov>, "juliecontr@hotmail.com" <juliecontr@hotmail.com>, "Kevin J. Crosman" <kcrosman@jensenbaird.com>

Dear Portland Rental Board,

I would like to briefly add context to the email that was delivered from me (James Lannon) to Evan Long and Jaime Devins on 7 August. I will gladly explain in further detail during the August 28 meeting and would prefer to keep this message short as I feel I can better express my intentions and thoughts in person.

Although the wording in email sent on July 30 and August 7th is not identical, the context of the 2 emails are the same.

During the 5 August rent board meeting, Evan Long expressed that he hadn't yet secured housing for September 1st.

Evan and Jaime having been reputable tenants for over 11 years, I wanted to offer the same as I had in the July 30 email. I wanted to, in some capacity, help as much as I felt I could to alleviate the burden of finding new housing.

My suggestion of withdrawing the complaint was for the following reason:

Financially, I cannot afford to allow Jaime and Evan to stay in the unit at the reduced rate of $1050 per month for up to 12 months as well as reimburse them $2000, added as well to the fines I will incur from the city. That financial responsibility was and is beyond my reach. All the while paying my own rent.

What I could do, is offer to keep them in the unit at the rate they have been paying ($1150) for up to 12 months, therefor resetting the clock to give them more time to find housing. I thought if nothing else, it would give both parties space to reassess and move forward at a comfortable pace and not a frantic one.

I was in no way trying to be cynical, intimidate, or retaliate toward Jaime and Evan. If that was how it was received, then I apologize. I felt that it was something I could offer as I have been in their place before and I know the stress of housing insecurity.

As above, I look forward to the opportunity to better express myself at the August 28 meeting.

Sincerely,

James Lannon

Formal Complaint re: Apartment Mart's Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com> Tue, Aug 27, 2024 at 11:27 AM
To: Buddy Moore <buddymoore.rentboard@gmail.com>, Rent Board <rentboard@portlandmaine.gov>

Chair Moore,

We believe you will be scheduling the follow-up meeting to our complaint at your meeting tomorrow. We would request that the meeting be held the week of September 16, if possible. We have too many conflicts the week of Sept 9 and next week will not give us enough time to pull together what you have asked us to provide.

Also, we would ask that our slideshow, attached previously, be added to the backup materials for board members and for public review.

Thanks for your consideration.

TTU
[Quoted text hidden]

Article XX.

Section X. All agenda items to tThe Rent Board's proceedings are subject to the Maine Freedom of Access Act's public records, public meeting, and public notice requirements. As such, the public is entitled to access the Rent Board's records, except to the extent such records are privileged or confidential pursuant to Maine law, and to attend the Rent Board's meetings, and to participateion in theall Rent Board's public proceedings and documentation. To ensure this access, it shall be the practice of the Rent Board to provide public notice for any item before the board no less than 7 days before the meeting. Such notice shall include, but is not limited to:.

- i. A summary sheet indicating the relevant parties to the item, the type of application being considered, as well as the date, time, and location of the meeting;
- ii. The full application materials submitted for the item, redacted when required by law;
- iii. Any supplemental documentation provided with the application for the Board's consideration, including but not limited to:
  - Accounting Ledgers,
  - Cost Receipts,
  - Communications between the parties (mails/emails/etc);
- iv. Any other meeting materials provided to members of the Rent Board not specifically listed above.

Section X. When the materials made available to the public pursuant to [insert citation to the rule directly above] contain information that is privileged and/or confidential pursuant to Maine law, TtThe City's Public Access OfficerCorporation Counsel, or her/histheir designee, shall be responsible for reviewing the materials

Commented [BP1]: It is not clear to me whether these rules will be inserted into an existing Article within the Board's rules, or will be included as a standalone Article.

Commented [BP2]: Please revise to identify the correct City official if this is incorrect.

~~and redacting from the materials any information that is privileged and/or confidential pursuant to Maine law before making it available to the public. such privileged and/or confidential from the materials made available to the public. Rent Board understands that some items in a submission may be considered sensitive information which parties may not wish to be available to the public. At the discretion of the Rent Board Chair, the publicly-posted materials may be redacted to remove sensitive information such as:~~

- ~~Personal information other than that of the applicant, such as tenants' or landlords' personal phone numbers or home addresses~~

- ~~Bank statements or cashed checks which include account numbers or other banking information~~

~~In these instances, the full documentation will still be included in publicly accessible meeting agendas, however the contact information and/or account numbers will be blocked out.~~

~~Notwithstanding the above provision, HSO will make available to members of the public complete, unredacted copies of application materials on request and in accordance with all relevant provisions of law.~~

XXIII. Documentation of Current Year Income & Operating Expenses

1. Organize documents by operating expense category.
2. Number each page, submitted with this Application, with the number of the Expense Category (for instance on page 7, category of Landscape Maintenance is on line 16, any documents supporting that line item would be marked p.7, 16-1, p. 7 16-2, p. 7 16-3 and so on).

PLEASE NOTE: Any documentation provided in this form is considered public material and will be publicly distributed with this item's Public Notice. In the event that the applicant would prefer certain information be redacted, they may do so themselves however the board will not see that redacted information. Alternatively the applicant may request that Portland's Corporation Council review and redact any information it finds necessary under appropriate state and local laws, subject to delay times in processing and scheduling.

Please select your preference.

CHECK ONE

☐ I understand that all the documentation I submit will be available to the public. I either do not need any information redacted, or I have already done that myself.

☐ I request Corporation Council review and redact any information that it deems necessary to, under state and local law. I understand that this will lead to delays in processing and scheduling for this application.

Put the same exact checkbox thing here too! Make the applicant do it twice.

XXV. Certification

I hereby certify that the information provided is accurate to the best of my knowledge, request that any required notices be given and ask that a hearing be scheduled in front of the Rent Board to process this request for a rent increase as outlined above.

Signature of Applicant Landlord:

_____	_____	_____
Printed name	Signature	Date

PLEASE NOTE: Any documentation provided in this form is considered public material and will be publicly distributed with this item's Public Notice. In the event that the applicant would prefer certain information be redacted, they may do so themselves however the board will not see that redacted information. Alternatively the applicant may request that Portland's Corporation Council review and redact any information it finds necessary under appropriate state and local laws, subject to delay times in processing and scheduling.

Please select your preference.

CHECK ONE

☐ I understand that all the documentation I submit will be available to the public. I either do not need any information redacted, or I have already done that myself.

☐ I request Corporation Council review and redact any information that it deems necessary to, under state and local law. I understand that this will lead to delays in processing and scheduling for this application.

City of Portland – Housing Safety Division
MNOI

Date of Hearing:
August 28, 2024

Landlord Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Agent Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Property Address:

231 State Street
Portland, ME 04101

CBL:

046-A-010-001

Written Public Comment for BJB Realty LLC's application for an Additional Rent Board Approved Increase on August 28, 2024

1 message

Vivienda Apoyo <portlandmainerentersrights@gmail.com> Tue, Aug 27, 2024 at 10:53 AM
To: Rent Board <rentboard@portlandmaine.gov>
Cc: emmalee.tracy@maine.edu, Janet Denison <janetgdenison@gmail.com>, grace.dbonarrigo@gmail.com, Elizabeth Smith <flyingcurls@gmail.com>, angekaz@gmail.com, tonygioia34@yahoo.com, sethspelletier@gmail.com, juliaroseplante@gmail.com, bergquist.julia@gmail.com, zacharycole.me@gmail.com, Pamela Overlock <pam.overlock@yahoo.com>, sabrodeur97@gmail.com, bmonti56@hotmail.com, jpleary13@gmail.com, keiran.lorentzen@gmail.com, stephanie doyle <msladydoyle@yahoo.com>, Kathryn Masters <k8masters@gmail.com>, Maiacarlson3@outlook.com, mereymadden@gmail.com, adamthib@gmail.com, Nicholas Marold <MaroldNicholas@gmail.com>, Gillian Cook <cookgm9@gmail.com>, john.crane.jc@gmail.com, rainbowwendel@yahoo.com, jason_berry02@yahoo.com, kylefriday@gmail.com, swtorregrossa@gmail.com, c.daniel.paradis@googlemail.com, moditmars@gmail.com, Abby Quintal <abby.quintal@gmail.com>

Greetings to the Chair and Members of the Rent Board,

We are writing today on behalf of the Tenant Union at 231 State St. to address the upcoming Rent Board review of our Landlords' (BJB Realty LLC) application for an Additional Rent Board Approved Increase (ARBAI). We would like to start by expressing gratitude for your time; as always, you have our respect and appreciation.

Introduction

We will begin by reviewing some relevant background information for context. Then we will move on to our four main points of objection to the application:

1. The applicability of the application process for "regular increases in operating costs" and "routine maintenance expenses" involved with conforming to the applicable Fire Code.
2. The use of 2022 as the base year for the MNOI calculation and the change in reported operating costs for 2022 between the 2023 application and the current application.
3. The flagrant violations of the guidelines around the operating costs provided.
4. The availability of an ARBAI to a Landlord in violation of the Rent Stabilization Ordinance (RSO), using the application itself as prima facie evidence of BJB Realty's nonconformance.

Relevant Background Information from the Ordinance

According to the Rent Stabilization Ordinance (RSO), the purpose of an ARBAI is to provide a Rent Increase that is "necessary to ensure a fair return on investment." The ordinance "presumes the net operating income the landlord earned from a Covered unit during calendar year 2019 yielded a fair return on investment" and provides a provision for adjustment of that amount if "the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period."

Sec. 6-234(b).4 includes the following distinction:

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

All of this makes complete sense, including the selection of 2019 as the year to calculate the Fair Return on Investment (FRI). It seems clear to us that the year prior to the ordinance coming before the voters was chosen so that Landlords were not tempted to inflate their expenses.

It also seems clear to us that no one wants Rent Stabilization to drive property owners out of business and that an FRI is inherently reasonable. That being said, investments necessarily have a risk/reward ratio; even with real estate, we can overvalue at purchase and mismanage afterwards. These things shouldn't fall on the tenants. The MNOI form explicitly mentions excluding repairs that were "attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements", so it's not a guarantee of an FRI in some cases. Fairness is at issue, as is due diligence.

BJB Realty submitted a prior ARBAI application that was reviewed on November 29, 2023. In this application (which incorrectly used 2020 for the MNOI base year), they made a math error. The correct calculation resulted in an $11,927.11 surplus return over the FRI, not the $94,323.49 deficit their application sought to remedy. It was for both of these reasons that the Rent Board tabled the application. We feel this is highly relevant to the question of their FRI and this new application.

Fire Codes are not Abnormal, Unexpected, or Irregular Circumstances

We think the first thing that should be considered is that conforming to the fire code is not "abnormal, unexpected, or irregular circumstances"; this is an anticipated part of being a Landlord. The application makes the claim that the "inspection completed in 2017 does not mention the fire alarm system, sprinkler system, or unit doors as being deficient", and indicates the inspection that was done when they purchased the building requested to update those items.

This aligns with the fact that the related city code, Sec. 10-1 NFPA 101: Life Safety Code, was updated in 2019.

BJB Realty is a professional real estate company. When we last checked, they have double digits of properties in Portland regulated under the RSO. As multifamily properties, all of these units require this update to conform to the fire code. A reasonable person would assume that as professionals in this field, they should have known that the Fire Safety equipment would need updating. Our prior Landlord was also a firefighter; it seems reasonable he was aware of these changes.

Again, we feel that conforming to the fire code is not the "abnormal, unexpected, or irregular circumstances" an ARBAI is meant to address. However, even if the board disagrees with that assessment, we feel it is relevant to consider that BJB Realty purchased the building following the implementation of the RSO and also (likely) purchased it at a discount because of the needed maintenance to the Fire Safety systems.

To include these required changes to conform to fire code in an ARBAI is double-dipping at the Tenants' expense. The RSO states in its definition of FRI that "the Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology [MNOI]." We feel that in light of the availability of the city code, BJB Realty's professional status in real estate ownership and management, and the timing of their purchase (following the implementation of the RSO), the Rent Board should reject passing these upfront costs, that are obviously associated with the purchase of the property, onto the tenants.

MNOI Base Year is 2019 and 2022 Operating Costs are Inconsistent

The second thing we would consider relevant to this application is the expansion of scope that occurred when 2022 was used as the base year for the MNOI calculation. The application submitted in 2023 resulted in a total operating expense of $146,772.83, but this application using 2022 as the base year has a total operating expense of $174,449.04; this is an expansion of scope of $27,676.21. The only way this happened, assuming no artificial inflation, is if more categories were somehow added and the MNOI form was not followed. This reflects exactly the type of motivated games that we referred to above when the 2019 base year for the MNOI was introduced.

Why would either the use of 2022 as a base year for MNOI or the expansion of scope be acceptable? The Rent Board tabled this application and asked BJB Realty to provide the 2019 figures. The ordinance does not allow for a willy-nilly approach to this MNOI calculation. Again, these are real estate professionals, with multiple properties under the RSO, who purchased the building following the implementation of the RSO.

To be clear, the prior owner of the building is alive and well. He provided extensive records to BJB Realty as evidenced by the 2020 figures produced for the prior application and the 2017 inspection report. It seems likely, as the consistent and responsible person he always was, he still has access to these records in case of a tax audit and would produce them if the appropriate inquiries were made. Either way, this seems to us to be a matter of due diligence that fell on BJB Realty when they purchased the property. We don't feel it is fair to make the tenants bear the brunt of the lack of that due diligence.

If the board feels accommodations must be made, we note that the 2020 numbers were closer to the base year and were only subject to the motivations of a property owner trying to sell. We note that because of the lack of inflationary motivations this record is obviously more in line with the intention of the RSO than these operating costs, produced for 2022, that fluctuate between applications.

Flagrant Violations of MNOI Operating Costs Guidelines

The third thing that should be addressed in relation to the expenses listed are the numerous violations of the guidelines provided around operating expenses in section VII of the MNOI form. It states that the operating expenses shall not include (a) unreasonable increases in expenses since the Base Year, and (b) Unreasonable Expenses. When we take a look at the provided Profit & Loss Comparison found in the supporting documentation pages i-iii, we find a multitude of these even between 2022 and 2023.

Why did advertising go up by ~$500? Why are contributions listed? They are expressly ruled out in section VII. Why are we paying for meals, travel, and entertainment? Why have they gone up by so much? Why is snow removal ~$7,000 more expensive? What explains the jump in insurance costs and how are these costs, particularly the car, workman's comp and medical, divided among the properties managed? Why is accounting ~$10,000 more expensive? What are these ~$3,800 architect and engineer fees? Why are there ~$4,500 extra worth of plumbing repairs? Why is the elevator repair not amortized? Was it standard

maintenance, if so why wasn't it done in 2022? Why did the supply expense go up by ~$6,000? The alarm is $5,638.50, but the contract provided comes out to $4,680 annually; that's a ~$1,000 difference, where did it go? Why have office expenses ballooned by 50%? What kind of construction was underway either year and why would the cost of materials increase so radically, 400%? Why did wages go up by ~$20,000? This is almost a 100% increase! Why are we paying automobile expenses like parking and tolls? There is parking behind the building and BJB Realty's office is in Portland.

If the Rent Board chooses to allow this application to move forward under these conditions, we ask for additional time to further review the details of the application and present a more comprehensive response. We note that the RSO provides no timeframe for the review of these ARBAI applications and that these applications should require supporting proof in the form of receipts and can be a complicated affair to understand. As tenants interested in accessing our rights under the RSO, this short time frame is onerous; we assume the board can relate as they have a larger scope of applications to consider.

No ARBAI is Available while in Violation of the RSO

The fourth thing that is relevant to BJB Realty's application is that, under Sec. 6-234(f), BJB Realty "may not demand, accept or retain any rent increase otherwise permitted by this section" provided they are "not in substantial compliance with any provision of this chapter." They have provided direct evidence of this noncompliance with the RSO within the application itself for the Rent Board to review.

If we look at the application, in the supporting documentation, on page (i), under the Income subheading, we see the category Storage Fees for which they collected $8,000 in 2023 and $300 in 2022. This is a fresh charge that was started in 2023. We don't know where the $300 figure came from, but we received an email notifying us of this change to our storage in March of 2023 (we have appended that email to this one for convenience).

There are two relevant definitions from the RSO we would like to call attention to; we have added the emphasis:

> *Rent* means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in consideration with, the **use or occupancy of rental units** and **housing services**. Such consideration includes, but is not limited to, monies and fair value of goods and services rendered to or for the benefit of the Landlord under the Rental Agreement, or in exchange for a Rental Unit, or **housing services of any kind**.
>
> *Rental unit* means any dwelling unit that is rented or otherwise made available for rent for residential use or occupancy, together with all additional rights, privileges, or services connected with use or occupancy of such a unit, including but not limited to vehicle parking spaces, **storage**, and commons areas and/or recreational facilities held out for use by the Tenant.

Clearly, the $100 monthly fee (expressly subject to late rent payment fees) for the housing service of basement storage is Rent under the RSO. Not only that, but that storage is, by the definitions of the RSO, part of the Rental Unit. They have subdivided our units and are charging us extra for them!

These units are numbered by apartment units and have always been associated with an apartment. https://www.youtube.com/watch?v=_nMUi3endW8 This is a brief YouTube video walkthrough of the basement taken in the early summer of 2023 showing our storage units as described.

As we can see from their prior application in section XVII the Monthly Rent Worksheet, they began charging this fee in addition to the Allowable Increase Percentage of 7% in 2023. This is in direct violation of Sec. 6-234. Under Sec. 6-234(f) they "may not demand, accept or retain any rent increase otherwise permitted"; their application should be rejected under these grounds as well.

Conclusion

In conclusion, we respectfully urge the Rent Board to reject BJB Realty's ARBAI application based on the following key points:

1. Due Diligence: The ARBAI process inherently assumes that landlords exercise proper due diligence in managing their properties. For instance, repairs resulting from negligence are explicitly excluded from consideration, as are costs associated with violations of the RSO.

2. Fair Return on Investment: The previous ARBAI application, when correctly calculated, demonstrated that BJB Realty is already receiving a fair return on investment for this property.

3. Fire Code Compliance: Conforming to the City's Fire Code, which was updated prior to BJB Realty's purchase of the property, does not constitute "abnormal, unexpected, or irregular circumstances" as defined by the RSO.

4. MNOI Calculation: The use of 2022 as the base year for the MNOI calculation contradicts the RSO, which specifies 2019. Furthermore, the 2022 operating costs are inconsistent between applications.

5. Operating Cost Violations: The application contains numerous flagrant violations of MNOI operating costs guidelines, raising serious concerns about its validity.

6. RSO Violation: BJB Realty's implementation of additional storage fees violates the RSO, which explicitly prohibits any rental increase, including an ARBAI, while a landlord is in violation of the ordinance.

We ask the board to consider these points both individually and collectively. Given the evidence presented, including the fair return on investment demonstrated in the previous application, we strongly believe that BJB Realty's ARBAI application should be rejected.

We appreciate the Rent Board's time and careful consideration of this matter, which significantly impacts the lives of the tenants at 231 State St.

Vivienda Apoyo
---------- Forwarded message ---------
From: Timothy Zimmerman <tzimmerman@bjbrealtymaine.com>
Date: Tue, Mar 21, 2023, 1:02 PM
Subject: 231 State St. Storage lease addendum.
To: Bradley Marin <bmarin@bjbrealtymaine.com>

Good Afternoon, Tenants of State St. as we organize the in-house management it came to our attention that tenant storage is only partially used by some tenants so we wanted add a addendum to all current

leases(that are subject to change) that tenants will now be given the option to pay $100/Per storage unit or move items out of storage this will allow us to only have storage for tenants who would use the units. This extra charge will go back into maintenance and building upgrades.

Tenants already using said storage will be charged for it after 5/1/23 or encouraged to move items away if the extra charge is not in there best interest. Unpaid charges to the account to those whom still have items in storage is subject to late rent payment fees.

Thank you,

-Management

Written Public Comment: Tenant Union at 231 State St. - Objection to BJB Realty LLC's ARBAI Application: Executive Summary to be added along with the prior written comment. Thanks much!

Vivienda Apoyo <portlandmainerentersrights@gmail.com> Tue, Aug 27, 2024 at 11:24 AM
To: Rent Board <rentboard@portlandmaine.gov>
Cc: emmalee.tracy@maine.edu, Janet Denison <janetgdenison@gmail.com>, grace.dbonarrigo@gmail.com, Elizabeth Smith <flyingcurls@gmail.com>, angekaz@gmail.com, tonygioia34@yahoo.com, sethspelletier@gmail.com, juliaroseplante@gmail.com, bergquist.julia@gmail.com, zacharycole.me@gmail.com, Pamela Overlock <pam.overlock@yahoo.com>, sabrodeur97@gmail.com, bmonti56@hotmail.com, jpleary13@gmail.com, keiran.lorentzen@gmail.com, stephanie doyle <msladydoyle@yahoo.com>, Kathryn Masters <k8masters@gmail.com>, Maiacarlson3@outlook.com, mereymadden@gmail.com, adamthib@gmail.com, Nicholas Marold <MaroldNicholas@gmail.com>, Gillian Cook <cookgm9@gmail.com>, john.crane.jc@gmail.com, rainbowwendel@yahoo.com, jason_berry02@yahoo.com, kylefriday@gmail.com, swtorregrossa@gmail.com, c.daniel.paradis@googlemail.com, moditmars@gmail.com, Abby Quintal <abby.quintal@gmail.com>

Tenant Union at 231 State St. - Objection to BJB Realty LLC's ARBAI Application

Executive Summary

The Tenant Union at 231 State St. objects to BJB Realty LLC's application for an Additional Rent Board Approved Increase (ARBAI) on four main grounds:

1. Fire code compliance is not an "abnormal, unexpected, or irregular circumstance"
2. Inappropriate use of 2022 as the base year for MNOI calculation
3. Violations of MNOI operating costs guidelines
4. BJB Realty's non-compliance with the Rent Stabilization Ordinance (RSO)

Background

- The Rent Stabilization Ordinance (RSO) allows for an ARBAI to ensure a "fair return on investment" under specific circumstances.
- The ordinance presumes that 2019 net operating income yielded a fair return.
- Adjustments are allowed if the landlord proves special circumstances prevented a fair return.
- Regular increases in operating costs and routine maintenance are presumed to be covered by the Allowable Increase Percentage.
- BJB Realty submitted a prior ARBAI application (reviewed on November 29, 2023) which contained errors and actually showed a surplus return of $11,927.11 over the fair return on investment (FRI).

Main Points of Objection

1. Fire Code Compliance is Not an Extraordinary Circumstance

- Conforming to fire codes is an anticipated part of being a landlord.
- The relevant city code (Sec. 10-1 NFPA 101: Life Safety Code) was updated in 2019.
- BJB Realty, as a professional real estate company, should have been aware of these requirements.
- BJB Realty purchased the building after the RSO implementation and likely at a discount due to needed Fire Safety system maintenance.
- Including these costs in an ARBAI application could be seen as double-dipping at the tenants' expense.

2. Inappropriate Use of 2022 as MNOI Base Year

- The ordinance specifies 2019 as the base year for MNOI calculations.
- Using 2022 has led to an expansion of scope in reported operating expenses:
    - 2023 application: $146,772.83
    - Current application: $174,449.04
    - Difference: $27,676.21
- This change reflects the type of motivated reporting the 2019 base year was meant to prevent.
- The Rent Board previously tabled the application and requested 2019 figures.
- The prior owner provided extensive records, including 2020 figures and a 2017 inspection report.

3. Violations of MNOI Operating Costs Guidelines

The application includes numerous expenses that violate the guidelines provided in section VII of the MNOI form:

- Unreasonable increases in expenses since the Base Year
- Inclusion of expenses not allowed under the guidelines

Examples of questionable expenses:

- Increased advertising costs
- Inclusion of contributions
- Meals, travel, and entertainment expenses
- Significant increases in snow removal, insurance, and accounting costs
- Unexplained architect and engineer fees
- Large increases in supply expenses and wages
- Discrepancies in alarm system costs
- Unexplained increases in office expenses and construction material costs
- Addition of automobile expenses

The Tenant Union requests additional time to review these expenses in detail if the application moves forward.

4. Non-compliance with the Rent Stabilization Ordinance

BJB Realty's application provides evidence of their non-compliance with the RSO:

- They have been charging $100 monthly storage fees since 2023.
- Under the RSO, these fees constitute "Rent" and are part of the "Rental Unit."
- Charging these fees in addition to the Allowable Increase Percentage violates Sec. 6-234 of the RSO.
- According to Sec. 6-234(f), a landlord in violation of the RSO may not demand or accept any rent increase.
- Evidence of this violation is provided in the application itself and through an email notification to tenants.

Conclusion

The Tenant Union urges the Rent Board to reject BJB Realty's ARBAI application based on:

1. Fire code compliance not being an extraordinary circumstance justifying an ARBAI.
2. The inappropriate use of 2022 as the MNOI base year, leading to inflated operating costs.
3. Numerous violations of the MNOI operating costs guidelines.
4. BJB Realty's violation of the RSO, which precludes them from receiving any rent increase.

Additionally, the Tenant Union believes the previous ARBAI application demonstrated that BJB Realty is already receiving a fair return on investment for the property. They ask the board to consider these points both individually and collectively in their decision-making process.

City of Portland – Housing Safety Division
MNOI

Date of Hearing:
August 28, 2024

Landlord Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Agent Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Property Address:

221/223 Woodford Street
Portland, ME 04103

CBL:

130-E-001-001

Dylan Orr <dorr@portlandmaine.gov>

Written Public Comment

1 message

Emily Rose <emilyrose344@gmail.com> Mon, Aug 26, 2024 at 8:55 PM
To: rentboard@portlandmaine.gov

Dear Rent Board members,

Thank you for taking the time to read my concerns regarding BJB Realty's application for rent increase. As a tenant of 221 Woodford Street, I do not believe the stated upgrades have had any positive effect on me or my individual unit, and therefore request that you do not approve the application request.

I would be curious to know if these upgrades mentioned were a result of the February 2023 flooding that damaged three units, as a result of the landlord's agent's negligence (a painter left a window open the weekend that Maine experienced a sever cold snap, causing the pipes to burst in apartment 9 on the third floor, flooding into apartment 8 on the second floor, as well as apartment 6 on the first floor). Would these upgrades have happened if BJB Realty did not receive a Notice of Violation from the city, prompting an inspection? (Please see Notice of Violation attached)

I'd like to bring your attention to the itemized Payables by Account worksheet, sections **6102 Labor** and **6104 Materials**. Most of these items are repairs for units 6, 8, and 9, the units damaged by the burst pipes. Why is damage caused by the landlord or landlord's agent being passed on to the tenants? Additionally, section **5110 Electrical**, all but $896.00 of the $21,786.93 charges were for two of the damaged units (8 and 6).

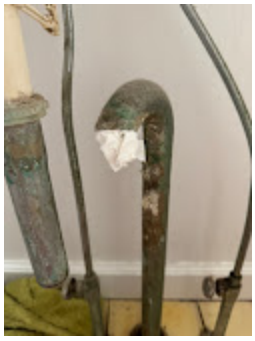
I believe BJB Realty has done the bare minimum to maintain this building. It's a shame because it could be a nice building with some regular maintenance and upkeep, and they would save money on their gas bill if they insulated the building better. Instead we are living in apartments with windows that don't shut properly (they have no plans to replace unit windows at this time. Email stating so is attached). On August 13, the pipes in my bathroom sink literally corroded and snapped off. They were replaced quickly, however, it is my belief this should have been replaced years before I even moved in. (Please see photos attached)

Thank you for taking the time to consider my opinions and for the service you provide to the city of Portland.

Sincerely,

Emily Rose (she/her)
221 Woodford St. Apt 3

4 attachments



IMG_1646.jpg
3587K

IMG_1647.jpg
4586K

221 Woodford Street.rtf
758K

Brad Marin email 8.19.24.pdf
3974K

Certificato di Garanzia
Hydrous
Water
Silver
and children.

CITY OF PORTLAND
Permitting and Inspections Department

2/7/2023

BJB REALTY LLC
PO BOX 6842
PORTLAND, ME 04103
bmarin@bjbrealtymaine.com

RE: 221 WOODFORD ST
PORTLAND, ME

130 E001001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Brad Marin,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 2/4/2023 and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations and a reinspection is scheduled for **03/03/2023 09:00 AM**. If you need to reschedule, you must contact us no less than 72 hours before your inspection date, at (207)756-8131 or (207)874-8557. Please be aware that reinspections will only be rescheduled once. If you do not show for the scheduled reinspection you will be charged a $150 re-inspection fee.

If you do not correct the attached violations by the dates given, then this matter will be referred to the City of Portland Corporation Counsel for legal action, and may include civil penalties in the minimum of $100 per day, and other legal remedies.

This constitutes an appealable decision under Sec. 6-96 of the City of Portland Code of Ordinances. You may appeal this decision by filing an appeal within 10 days of the date on this notice. Please contact the Zoning Division at zoning@portlandmaine.gov for appeal forms. If you choose to not appeal this notice, then you may be barred from challenging the City's determinations in the future.

Please contact me at the email and phone number listed below if you have questions about the violations, corrections or timeline.

Sincerely,

Chuck Fagone
Certified Code Enforcement Officer
psf@portlandmaine.gov
(207) 756-8131

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-120(c)		Properties are unfit for human Due to events on 2/4/23, the	
3/3/2023	habitation if they, because of their general condition, state of the premises, number of occupants, or location, are so unsanitary, unsafe, overcrowded or otherwise dangerous or detrimental that they create a serious menace to the occupants or the public.	following units (#6, #8 and #9) are posted against occupancy until the following conditions are met: A thorough cleaning has been conducted by a professional company to remove water and mitigate mold issues. A licensed electrician has inspected and replaced all electrical wires, lights and other fixtures that were damaged by water. A letter will be required from the electrician outlining the work that has been completed. An electrical permit will be needed for the work. Drywall and other interior walls and floors that were damaged by water will need to be replaced. A City inspector has inspected each unit.	

389 Congress Street / Portland, Maine 04101 / www.portlandmaine.gov / tel: 207-756-8131 / fax: 207-874-8716

From: **Bradley Marin** bmarin@bjbrealtymaine.com
Subject: Re: 221 Woodford
Date: August 19, 2024 at 3:33 PM
To: Emily Rose emilyrose344@gmail.com
Cc: Timothy Zimmerman tzimmerman@bjbrealtymaine.com

BM

I'll get the guys to take that stuff away outside tomorrow if the Dump Guys can't make it. We do not have plans at this time to replace unit windows. Our regular hallway cleaner will be there tomorrow.

Brad Marin
Property Manager / Broker
BJB Realty LLC.
O: 207-956-5176
E: bmarin@bjbrealtymaine.com
W: www.bjbrealtymaine.com

From: Emily Rose <emilyrose344@gmail.com>
Sent: Monday, August 19, 2024 3:16 PM
To: Bradley Marin <bmarin@bjbrealtymaine.com>
Subject: 221 Woodford

Hello Brad,

When will the mess be cleaned up from the hallway window replacement that was done last week? There is debris from sawdust and paint chips all over the stairs and hallway.

Will you be installing new windows in the units as well? None of mine shut properly and one is painted shut.

Also, the pile of garbage that you stated on 7/1/24 would be cleaned up has not been cleaned up and has grown significantly. I have had to pick up broken glass off the driveway. This is a safety hazard.

Thank you,

Emily Rose (she/her)
603-455-6014
Emilyrose344@gmail.com

Written Public Comment

1 message

Ruskieguy 96 <jgreenlee734@gmail.com> Tue, Aug 27, 2024 at 9:14 AM
To: rentboard@portlandmaine.gov

Hello,

I have been a tenant with BJP reality since 2020. I don't believe that they have been sufficiently maintaining our building.

I am the longest standing tenant at 221 Woodford St.

In the five years that I've lived here, they have neglected to maintain our facility.

I have fallen down the stairs, multiple times in the winter because of neglect to plow and clean the stairs

The building has roaches that they are not fumigating for

They refuse to settle disagreements between tenants in the parking lot as far as far as parking is concerned

The maintenance staff leave a mess behind and refused to clean it unless we put a work order in

Basically, they keep raising the rent without making sufficient upgrades to our units and making sure that we are satisfied

Thank you

Jeremy Greenlee

City of Portland – Housing Safety Division
MNOI

Date of Hearing:
August 28, 2024

Landlord Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Agent Name and Address:

BJB Realty LLC
175 Lancaster Street, Ste. 209
Portland, ME 04101

Property Address:

124-126 Emery Street
Portland, ME 04102

CBL:

062-C-009-001

City of Portland – Housing Safety Division
MNOI

Date of Hearing:
August 28, 2024

Landlord Name and Address:

Evan and Emily Kumagae
175 Soper Road
Durham, ME 04222

Agent Name and Address:

N/A

Property Address:

21-23 Pembroke Street
Portland, ME 04103

CBL:

428-B-006-001