



RENT BOARD

May 28, 2025

5:00 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:

<https://portlandmaine->

[gov.zoom.us/j/89573671630?pwd=PEAlG9Nv2eu0bN8scaeWmfut2YOn1C.1](https://portlandmaine-gov.zoom.us/j/89573671630?pwd=PEAlG9Nv2eu0bN8scaeWmfut2YOn1C.1)

Passcode:515179

Phone one-tap:

+13092053325,,89573671630#,,,,*515179# US

+13126266799,,89573671630#,,,,*515179# US (Chicago)

Join via audio:

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

Webinar ID: 895 7367 1630

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International numbers available: <https://portlandmaine-gov.zoom.us/j/kwnoAr1ft>

II. ROLL CALL:

III. APPROVAL OF MINUTES

- a. April 23, 2025 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"

V. UNFINISHED BUSINESS:

- a. Executive Session, pursuant to 1M.R.S. § 405(6)(E), to consult with legal counsel regarding the Board's legal rights and duties with respect to the 59 State St & 655 Congress St Rent Increase Appeals
- b. Rent Increase Application - **Public Comment**
Owner: Anna Guare, 99 King St, Westbrook, ME 04092
Address: 29 Parris St, Unit 3
CBL: 033-I-001-293
- c. Rent Increase Appeal - **Public Comment**
Appellant: Trelawny Tenants Union
Address: 59 State St
Owner: 59 State Street LLC, 657 Congress St, First Floor, Portland, ME 04101
CBL: 044-B-047-001
- d. Rent Increase Appeal - **Public Comment**
Appellant: Trelawny Tenants Union
Address: 655 Congress St
Owner: Trelawny 657 LLC, 657 Congress St, First Floor, Portland, ME 04101
CBL: 046-D-021-001
- e. Rent Increase Application
Owner: Anna Guare, 99 King St, Westbrook, ME 04092
Address: 29 Parris St, Unit 3
CBL: 033-I-001-293

- f. Rent Increase Appeal
Appellant: Trelawny Tenants Union
Address: 59 State St
Owner: 59 State Street LLC, 657 Congress St, First Floor, Portland, ME 04101
CBL: 044-B-047-001
- g. Rent Increase Appeal
Appellant: Trelawny Tenants Union
Address: 655 Congress St
Owner: Trelawny 657 LLC, 657 Congress St, First Floor, Portland, ME 04101
CBL: 046-D-021-001

VI. New Business

- a. 218 Ocean Ave - Completeness Review
Owner: The Fredericka Kapothanasis Testamentary Trust, 27 Running Brook Rd, Westbrook, ME 04092
Representative: Kevin A. King, PO Box 695, Westbrook, ME 04098-0695
Address: 218 Ocean Ave, Units 218, 220 & 222
CBL: 140-B-015-001
- b. Schedule Special Meeting

VII. Adjourn

Remote Rent Board Meeting Minutes - Held Via Zoom

Wednesday, April 23, 2025

II. ROLL CALL - 0:00:38

Christopher "Buddy" Moore, Tenant, District 3 - Chair

Austin Sims, Homeowner, District 5 - Vice Chair

Anne-Laure Razat, Tenant, At-Large

Matthew Walker, Tenant, District 2

Matthew Lax, Tenant, District 1

Kristen Carreras, Landlord - Departs at 2:15:10

District 4 - Vacant

Staff present:

Dylan Orr, Rental Registration Coordinator

Benjamin Plante, Counsel for the Rent Board

III. APPROVAL OF MINUTES - 0:01:00

a. March 26, 2025 Minutes

b. April 9, 2025 Minutes (Special Meeting)

0:01:12 - Kristen Carreras moves to approve the March 26, 2025 and April 9, 2025 meeting minutes. Seconded by Anne-Laure Razat. (6-0) The motion passes.

IV. COMMUNICATIONS - 0:02:00

a. Rent Control Report Q1-2025

0:02:05 - City staff summarizes the quarterly report provided to the Housing & Economic Development Committee.

V. UNFINISHED BUSINESS - 0:02:30

a. Rent Increase Application - Public Comment - 0:02:32

Owner: Fredric Shotz, 33 Deering St #1, Portland, ME 04101

Address: 33 Deering St, Units 2F, 2C, 2R, and 3

CBL: 047-B-023-001

0:02:53 - Austin Sims moves to table the rent increase application for 33 Deering St to the next regularly scheduled meeting. Seconded by Matthew Walker. (6-0) The motion passes.

VI. New Business - 0:04:22

a. Rent Increase Application - Completeness Check - 0:04:27

Owner: Anna Guare, 99 King St, Westbrook, ME 04092

Address: 29 Parris St, Unit 3

CBL: 033-I-001-293

0:06:44 - Anna Guare presents the application.

0:27:00 - Matthew Lax moves to find the application complete. Seconded by Austin Sims. (6-0) The motion passes.

0:27:58 - Chair schedules the public hearing for the May regularly scheduled Rent Board meeting. Seconded by Austin Sims. (6-0) The motion passes.

b. Rent Increase Application - Conditional Approval - 0:28:50

Owner: 36 Alder LLC, 550 Forest Ave, Suite 204, Portland, ME 04101

Address: 36 Alder St, Units 1-2

CBL: 033-C-020-001

0:30:15 - Representative for the property, Dan Hayes, presents the application.

1:04:47: - Austin Sims moves to approve the application and return to the decision form at the end of the meeting. Seconded by Anne-Laure Razat. (6-0) The motion passes.

1:06:26 through 1:16:20- The Board takes a recess.

c. Election of Chair & Vice Chair - 1:18:00

1:26:45 - Matthew Walker nominates Matthew Lax as Chair. Austin Sims nominates himself for Vice Chair. Seconded by Kristen Carreras. (6-0) The nominations pass.

d. Schedule Special Meeting - 1:29:45

1:32:53 - Austin Sims moves to schedule the special meeting for May 15, 2025. Seconded by Matthew Lax. (6-0) The motion passes.

1:34:20 - The Board resumes item VI.b. and Benjamin Plante presents the Findings of Fact.

1:35:43 - Austin Sims moves to remove conditions of approval from the decision form and move forward with decisions made earlier in the meeting. Seconded by Kristen Carreras. (6-0) The motion passes.

1:44:47 - Austin Sims moves to approve the decision sheet as presented. Seconded by Matthew Walker. (6-0) The motion passes.

e. 2024 Rent Board Annual Report - 1:45:59

1:46:17 - Matthew Walker presents the annual report draft.

2:15:10 - Kristen Carreras departs the meeting.

2:28:00 - The Chair moves to adopt the report as presented contingent on the stated edits. Seconded by Anne-Laure Razat. (5-0; Carreras absent at time of vote) The motion passes.

VII. Adjourn - 2:29:00

2:29:14 - Austin Sims moves to adjourn. Seconded by Anne-Laure Razat. (5-0; Carreras absent at time of vote) The motion passes.

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

Date of Hearing:

April 23, 2025 -Tabled to May 28, 2025

Owner Name and Address:

Anna Guare

99 King St

Westbrook, ME 04092

Agent Name and Address: N/A

Property Address and Unit:

29 Parris St, Unit 3

CBL:

033-I-001-293

Tenants/Interested Parties:

No

March 11, 2025

City of Portland Maine
389 Congress Street, Room 307
Portland, ME 04101
Attn: Rent Control Board

Re: 29 Parris Street, Unit 3

Dear Rent Control Board:

Please see the attached application to adjust the rent for 29 Parris Street, Unit 3 for your consideration. The unit is currently vacant.

This is a condo unit and I am the current owner. I purchased the condo in 2017 to be my primary residence. I began renting it during COVID in June 2020 for \$1,350. I've had only one tenant. I did not raise the rent while they were renting and the rent remained \$1,350 until they decided to move out July 2024. This is the only property that I own and rent out. I was unaware of the restrictions on rent when I registered the rental unit with the city in June of 2020. The costs associated with owning and maintaining this unit have skyrocketed and include a basement stabilization project undertaken by the Condo Associates that cost each Condo Owner over \$12,000. In order to cover costs and obtain a fair rate of return, I am requesting to raise the rent to \$2,000, as stated in the attached application and supporting documentation.

It has taken me a significant amount of time over several months to put together an accurate and thorough application and supporting documentation. The very first page of the application states that the landlord is entitled to a fair return on investment. If the rent increase requested here is not allowed, not only will you be preventing a fair return on investment, but it will mean that I will need to go into the negative each month in order to keep renting it as the monthly expenses will be greater than the monthly rent. I will need to sell and likely, this will mean one less rental unit on the market.

Please let me know if you have any questions.

Sincerely,



Anna Guare

City of Portland Permitting and Inspections Department Landlord
Worksheet/Petition for Rent Board Approved Increase Rent Increase using
Fair Return Standard: Maintenance of Net Operating Income (MNOI)

Note to Applicants

All information and documentation provided in this application will be made available to the public, pursuant to applicable public access laws in the State of Maine. An Applicant may choose to redact sensitive information contained herein, including, but not limited to bank account information, debit card or credit card information, government-issued identification information, personal contact information such as phone numbers, email addresses, tenant or employee names, or other personally identifying information. The Rent Board may act within its authority to request any additional information it deems pertinent to the application at hand.

Introductory Information

A landlord is entitled to a fair return on investment, which means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards.

Pursuant to the Rent Control Ordinance, the fair return on investment must be calculated using Maintenance of Net Operating Income (MNOI). This methodology presumes the net operating income the landlord earned from a Covered unit during the calendar year 2019 yielded a fair return on investment unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. To qualify for an MNOI increase, the landlord has to file this application for a hearing by the Rent Board.

1. **Presumption of Base Year Net Operating Income**
It shall be presumed that the net operating income received by the landlord during the calendar year 2019 (the Base Year) yielded a Fair Return on investment. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.
2. **Fair Return**
A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.
3. **Base Year:**
 - a. Calendar year 2019 is the Base Year.
 - b. In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.
 - c. Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.
4. **Current Year**
The "current year" shall be the calendar year preceding the petition.
5. **CPI (Consumer Price Index)**
The annual CPI for the current year for All Urban Consumers for the Greater Boston Metro area (All Urban Consumers, All Items) provided by the U.S. Bureau of Labor Statistics [[Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov)].
6. **Limits of Allowable Rent Increases in Any One Year**
If the amount of any rent increase granted pursuant to a fair return petition exceeds 10%, the portion in excess of 10% shall be deferred to the next year or years following the procedure for Banked Rent.

General Information About the Property

Street Address: 29 Parris Street #3

Parcel Number(s): 033 1001 293

Year Property Purchased by Current Owner: 2017

Total Number of Units on the Property: 1

Total Number of Units Affected by Proposed Rent Increase: 1

Are there Rental Units that are Partially or Fully Exempt (circle)? Yes (No)

If yes, number of Exempt Rental Units and Basis for Exemption: _____

I. Landlord Information

Name: Anna Guare

Phone(s): 301-807-9343

Business Address: _____

City, State, Zip: _____

Business E-mail: annaguare@gmail.com

II. Agent Information (if applicable)

Name: _____

Phone(s): _____

Business Address: _____

City, State, Zip: _____

Business E-mail: _____

III. Services

Please check the applicable box to identify the manner in which each service is paid.

	Paid by Landlord, but not passed through to Tenants	Tenants pay service directly	Landlord pays service and passes cost through to Tenants
Gas	☐	☐	☒
Electricity	☐	☐	☒
Water	☒	☐	☐
Sewer	☒	☐	☐
Garbage	☐	☒	☐
Other:	☐	☐	☐

IV.Changes to Services

Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge.

Snow removal - no charge to tenant

Lawn/exterior maintenance - no charge to tenant

Parking - no charge to tenant

Storage - no charge to tenant

If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:

No

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

Gross Rental Income

Gross rental income includes:

- Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.
If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.
- Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

Gross rental income shall not include:

- Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
- Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

VI. Operating Expenses

Operating expenses include reasonable costs of operation and maintenance of the Rental Unit, including:

- Management Expenses;
- Utility Costs except a utility that are paid directly by the tenant(s);
- Real Property Taxes Assessed and Paid;
- Insurance;
- License, Registration and other Public Fees;
- Landlord-performed Labor;
- Legal Expenses;
- The Amortized Costs of Capital Improvements; and
- Other Reasonable Operating Expenses.

Operating expenses shall not include the following:

- Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
- Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
- Land lease expenses;
- Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
- Depreciation;
- Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
- Unreasonable increases in expenses since the Base Year;
- Expenses associated with the provision of master-metered gas and electricity services;

- Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
- Unreasonable Expenses.

Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough to show that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete Section XIX, Claim for Adjustment of Base Year Net Operating Income and Associated Rent Adjusted Claim at the end of this Application.

Check here ☒ if a claim for a Base Year Rent Adjustment is included in this application and complete Section XVIII of this Application.

VII. Income Worksheet

	Base Year (2019) ¹	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	\$ 16,200	\$ 16,200
2. Portion Attributable to Vacancy	\$ _____	\$ _____
Fees (indicate what fee is for):		
3. Late fees	\$ _____	\$ _____
4. List fees, other than utilities, collected for services & amenities not included in rent	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____
Other Income (list separately by type)²:		
8. _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____
Fees charged by landlord for Utilities		
11. Gas	\$ _____	\$ _____
12. Electricity	\$ _____	\$ _____
13. Water	\$ _____	\$ _____
14. Sewer	\$ _____	\$ _____
15. Garbage & Recycling	\$ _____	\$ _____
Other Utilities (list separately by type):		
16. _____	\$ _____	\$ _____
17. _____	\$ _____	\$ _____
18. TOTAL INCOME	\$ _____	\$ _____

(add only lines 1 and 3-17)

¹ or an alternative year in the event of extenuating circumstances.

² Interest earned by Landlord on Tenant security deposits, other interest, or investment income.

VIII. Operating Expense Worksheet

Additional operating expense items can be listed for this worksheet using separate page(s) as needed.

	Base Year (2019)	Current Year (2024)
1. Assessments	\$ _____	\$ _____
2. Real Property Taxes	\$ <u>3,235</u> <i>See Exhibit A.</i>	\$ <u>2,581</u> <i>See Exhibit A.</i>
3. License Tax/Fee	\$ _____	\$ _____
4. Rent Board Registration Fees	\$ _____	\$ _____
5. Insurance	\$ _____	\$ _____
6. Accounting	\$ _____	\$ _____
7. Legal (explain types of legal expenses)	\$ _____	\$ _____
8. Manager /Management Services	\$ <u>3,156</u> <i>See Exhibit B</i>	\$ <u>4,860</u> <i>See Exhibit B</i>
9. Security	\$ _____	\$ _____
10. Office Supplies	\$ _____	\$ _____
12. Normal Repairs	\$ _____	\$ _____
13. Owner-Performed Labor	\$ <u>480</u>	\$ <u>750</u>
14. Plumbing Maintenance	\$ _____	\$ _____
15. Pool Maintenance	\$ _____	\$ _____
16. Landscape Maintenance/snow removal	\$ _____	\$ _____
17. Other Maintenance	\$ _____	\$ _____
18. Parking Lot/Street Maintenance	\$ _____	\$ _____
19. Gas (separately metered only)	\$ _____	\$ _____
20. Electricity (separately metered only)	\$ _____	\$ _____
21. Water	\$ _____	\$ _____
22. Sewer	\$ _____	\$ _____
23. Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	\$ _____	\$ <u>1,836</u> <i>See XI & Exhibit C</i>
24. Vandalism Repairs	\$ _____	\$ _____
25. Uninsured Damages	\$ _____	\$ _____
27. TOTAL OPERATING EXPENSES	\$ <u>6,871</u>	\$ <u>10,027</u>

IX. Allowances for Capital Improvements

Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250.00 or more per unit.

Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the City, as provided in Section XI, unless it is determined that an alternate period is justified based on the evidence presented at the Rent Board hearing.
2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of Portland Code or state law where the original installation of the improvement was not in compliance with code requirements.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on March 1, 2023 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was \$20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

Capital Improvement Cost	Interest Allowance	Period	Total Principal & Interest – Life of Improvement	Total Interest – Life of Improvement
\$20,000	5.88%	10 years (120 months)	\$26,500.52	\$6,500.52

Annual Amortized Cost	Monthly Amortized Cost	# of Units	Monthly Cost per Unit
\$2,650.05	\$220.84	4	\$55.21

X. Amortization Period of Capital Improvements/Expenses

In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit.

	Years
Appliances	
Air Conditioners*	10
Refrigerator*	5
Stove*	5
Garbage Disposal	5
Water Heater*	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Basic Items	
Fans*	5
Cabinets*	10
Carpentry	10
Counters*	10
Doors*	10
Knobs	5

	Years
Screen Doors	5
Fencing and Security*	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair*	10
Foundation Replacement*	20
Foundation Bolting*	20
Iron or Steel Work	20
Masonry-Chimney Repair*	20
Shear Wall Installation*	10
Electrical Wiring*	10
Elevator*	20
Fencing	
Chain	10
Block	10
Wood	10

	Years
Fire Systems	
Fire Alarm System*	10
Fire Sprinkler System*	20
Fire Escape*	10
Flooring/Floor Covering	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
Fumigation Tenting*	5
Furniture	5
Automatic Garage Door Openers*	10
Gates	
Chain Link	10
Wrought Iron	10
Wood	10

	Years
Glass	
Windows*	5
Doors*	5
Mirrors	5
Heating*	
Central	10
Gas	10
Electric	10
Solar	10
Insulation	10
Landscaping	
Planting	10
Sprinklers	10
Tree Replacement	10
Lighting	

	Years
Interior*	10
Exterior*	5
Exterior	
Locks*	10
Mailboxes*	10
Meters*	10
Plumbing	
Fixtures*	10
Pipe Replacement*	10
Re-Pipe Entire Building*	20
Shower Doors*	5
Painting	
Interior	5
Exterior	5
Paving	
Asphalt	10
Cement	10

	Years
Decking	10
Plastering	10
Sump Pumps*	10
Railings*	10
Roofing*	
Shingle/Asphalt	10
Built-up, Tar and Gravel	10
Tile	10
Gutters/Downspouts	10
Security*	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
Sidewalks/Walkways*	10
Stairs	10
Stucco	10

	Years
Tilework	10
Wallpaper	5
Window Coverings*	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Mini-blinds	5
Shutters	5

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

XI. Interest Allowance on Capital Improvements

If an amount was reported as an amortized portion of expenses on Section IX, Operating Expense Worksheet, line 23 of the Base Year or current operating expense table above, complete this section.

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. <http://www.freddie.mac.com/pmms/archive.html>

Please use the Microsoft Excel version of this page (available from the Housing Safety Office) or an online amortization calculator to ensure that your numbers are correct.

Completed Capital Improvement and Expense Worksheet (Base Year)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Item #	Brief Description	# of Units Impacted	Initial Cost	Interest Rate Allowed*	Amortization Period (years)*	Interest Amount	Total Cost [Principal + Interest]	Annual Cost	Monthly Cost	Monthly Cost Per Unit
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	_____	___	\$ _____	____%	___	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Use the amortization table in this Attachment and the information about interest rates.

Total for Base Year [add amounts in column (d)]: \$ _____

Annual Cost for Base Year [add amounts in column (i)]: \$ _____

XIII. Interest Allowance on Capital Improvements

If an amount was reported as an amortized portion of expenses on Section IX, Operating Expense Worksheet, line 23 of the Base Year or current operating expense table above, complete this section. An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.

<http://www.freddie.mac.com/pmms/archive.html>

(a) Item #	(b) Description of Expense	(c) # of Units Impacted By Expense	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Cost	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

Total for Base Year: \$ -

[add amounts in column (d)]

Completed Capital Improvement and Expense Worksheet (Current Year)

(a) Item #	(b) Description of Expense	(c) # of Units Impacted By Expense	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Cost	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
1	Foundation Rep	1	\$ 12,117.00	8.85%	10	\$ 6,184.33	\$ 18,301.33	\$ 1,830.13	\$ 152.51	\$ 152.51
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

Total for Base Year: \$ 12,117.00

[add amounts in column (d)]

Completed Capital Improvement and Expense Worksheet (Current Year)

This list may include any capital expenses that are still being amortized in the current year. For example, if a roof was replaced last year, the amortized portion may be counted in the current year.

(a) Item #	(b) Brief Description	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____%	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Use the amortization table in this Attachment and the information about interest rates.

Total for Current Year [add amounts in column (d)]: \$ _____

Annual Cost for Current Year [add amounts in column (i)]: \$ _____

XII. Blank Worksheet (Optional – Available for Petitioner Use)

XIII. Owner-Performed Labor

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work
June/July	8	40	1	General Maintenance; prepared apartment for tenant; installed AC units
Novemeber	2	40	1	Removed window AC units
December	2	40	1	Assisted in lock-out; provided additional keys

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
March	2	50	1	Fixed bathroom sink drain
June	3	50	1	Replaced Broken AC unit
July	10	50	1	Tenant move-out maintenance/cleaning

XIV. Planned Capital Improvements

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Item #	Brief Description and Expected Date of Completion	# of Units Impacted	Initial Cost	Interest Rate Allowed*	Amortization Period (years)*	Interest Amount	Total Cost [Principal + Interest]	Annual Cost	Monthly Cost	Monthly Cost Per Unit
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Use the amortization table in this Attachment and the information about interest rates.

Proposed Capital Expenses [add amounts in column (d)]: \$ _____

Annual Cost for Proposed Capital Expenses [add amounts in column (i)]: \$ _____

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	\$ <u>16,200</u>	\$ <u>16,200</u>
2. Annual Operating Expenses	\$ <u>6,871</u>	\$ <u>10,027</u>
3. Net Annual Operating Income	\$ <u>9,329</u>	\$ <u>6,173</u>
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year		<u>19.67</u> %
	$\frac{\text{Line 4 Current Year}-\text{Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$	
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase		\$ <u>11,164.01</u>
	$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$	
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase		\$ <u>4,991.10</u>
	Line 6 – Line 3 Current Year	
8. Allowable Rent Increase/Unit/Month ³		\$ <u>415.93</u>
	Line 7 ÷ 12 ÷ # of Units	

³ If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete XVIII Proposed Adjustment Worksheet.

XVI. Monthly Rent Worksheet

List the monthly rent, including all fees, charged each tenant, for the twelve (12) months preceding the date of the petition. If the rent was raised during the twelve-month period preceding the petition, including the amount of any fees, list each rent charged and indicate the date each raise was implemented. Provide the year and amount of any unused (banked) Annual Increase Percentage (AIP), Tax Rate Rent Adjustment (prior to 2023), or New Tenancy, or any other rent increase authorized by the Rent Board that have been banked with proper notice to each tenant for future rent increases.

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
<u>1</u>	\$ <u>1350</u>	\$ <u>NA</u>	<u>NA</u>	<u>NA</u> %	<u>NA</u> %	\$ <u>NA</u>	Tenant paid \$1350 per Month from June 2020 to July 2024
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u>	<u> </u> %	<u> </u> %	\$ <u> </u>	<u> </u>

_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____

XVII. Proposed Adjustment Worksheet

Use the worksheet below to document current and proposed rents on a per-unit basis. MNOI increases should be distributed on a per capita basis or proportionally to the square footage or costs and expenses attributed to each unit.

Indicate method of allocation: _____

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
<u>1</u>	\$ <u>1350</u>	<u>06/15/2020</u>	\$ <u>1350</u>	<u>NA</u>	\$ <u>1350</u>	\$ <u>NA</u>	\$ <u>2,000</u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>

_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____

XVIII. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

The ordinance dictates that the Rent Board must presume the net operating income the landlord earned from a covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. **Complete this Section XIX and the following Sections XX and XXI only if you are seeking an adjustment in base rent due to special or peculiar circumstances.**

Check the factors below that are applicable to your claim.

- A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:
 - a. Extraordinary amounts were expended for necessary maintenance and repairs
 - b. Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
 - c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.
- B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:
 - a. The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
 - b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
 - c. The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- C. Other exceptional circumstances: (specify)

See Attachment 1

If the Rent Board determines that one or more of the above circumstances apply, the calculation of MNOI in Section XX will be performed with an Adjusted Gross Income, and that will be substituted for the Section XVI calculations. This figure represents the income that would have been expected absent the exceptional circumstances. Options for determining Adjusted Gross Income include, but are not limited to:

- A. Base year rents charged for any comparable units in the same building.
- B. The FY 2019 Fair Market Rents for Portland, ME, reported by the US Department of Housing:⁴

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$989	\$1,071	\$1,387	\$1,829	\$2,198

⁴ These values do not include the cost of utilities. If using these numbers, do not include the cost of utilities in the base year when completing the expense portion of the worksheet.

- C. An appraisal of comparable fair market rental values as of 2019 for units similar to the units that are the subject of this application which has been prepared by a Maine licensed appraiser and is attached to this application.

Actual Gross Income for 2019: \$ 16,200

Proposed Adjusted Gross Income for 2019: \$ 18,000

Briefly describe the method for obtaining the proposed income and attach any relevant documentation in support of the claim for an adjustment of base year rent.

See Attachment 1

XIX. Income and Operating Expense Worksheet With Adjustment of Base Year

	Base Year (2019)	Current Year (2024)
Rental Income		
1. Adjusted Gross Income (with Adjusted Base Year as proposed in Section XIX)	\$ 18,000	\$ 16,200
2. Portion Attributable to Vacancy	\$	\$
Fees (indicate what fee is for):		
3. Late fees	\$	\$
4. List fees, other than utilities, collected for services & amenities not included in rent	\$	\$
5. _____	\$	\$
6. _____	\$	\$
7. _____	\$	\$
Other Income (list separately by type)⁵:		
8. _____	\$	\$
9. _____	\$	\$
10. _____	\$	\$
Fees charged by landlord for Utilities		
11. Gas	\$	\$
12. Electricity	\$	\$
13. Water	\$	\$
14. Sewer	\$	\$
15. Garbage & Recycling	\$	\$
Other Utilities (list separately by type):		
16. _____	\$	\$
17. _____	\$	\$
18. TOTAL INCOME	\$ 18,000	\$ 16,200
(add only lines 1 and 3-17)		

⁵ Interest earned by Landlord on Tenant security deposits, other interest or investment income.

XX. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	\$ <u>18,000</u>	\$ <u>16,200</u>
2. Annual Operating Expenses	\$ <u>6,871</u>	\$ <u>10,027</u>
3. Net Annual Operating Income	\$ <u>11,129</u>	\$ <u>6,173</u>
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year		<u>19.67</u> %
	$\frac{\text{Line 4 Current Year} - \text{Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$	
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase		\$ <u>13,318.07</u>
	$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$	
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase		\$ <u>7,145.07</u>
	Line 6 – Line 3 Current Year	
8. Allowable Rent Increase/Unit/Month ⁶		\$ <u>595.42</u>
	Line 7 ÷ 12 ÷ # of Units	

⁶ If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete XVIII Proposed Adjustment Worksheet.

XXI. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

XXII. 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).

XXIII. Current Tenant Information

If there are more than four affected tenants, attach additional sheet(s).

Tenant's Name Unit is not currently rented

First

Last

Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____

First

Last

Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____

First

Last

Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____

First

Last

Unit number

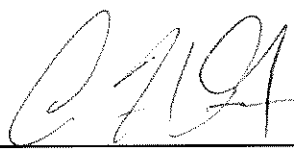
Mailing address if different _____ Email address: _____

XXIV. 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:

Anna Guare



3/11/2025

Printed name

Signature

Date

Attachment I

Section XVIII. Claim for Adjustment of Base Year Net Operating Income and Associated Rent Adjusted Claim.

Exceptional Circumstances in the Base Year:

I purchased the Condo Unit in May 2017. In June 2020, due to the COVID-19 pandemic, I needed to move. I put the Condo Unit on the market for rent with the intent to rent it quickly, furnished, and for a short period of time (1 year). I did not intend to rent the Condo Unit long term. I set the rental price with this in mind. I did not consider the long-term ramifications (investments needed in the property, expenses, ROI, etc.) and was simply concerned about renting the unit quickly and easily.

In June of 2020 the Condo Unit was rented for \$1350/month. My monthly out of pocket Property Expenses (mortgage payment and condo fees) at the time were \$1,316¹.

My circumstances changed and I did not move back into the Condo Unit. I continued to rent to the same tenant for \$1350/month until they moved out July 2024.

There is no better example of exceptional circumstances than COVID-19. Everything was unknown, I needed to move and I did so quickly without any other considerations.

In the base year, the difference between my monthly expenses and monthly income was \$34/month or \$408 a year. There is no metric by which this would be considered a fair rate of return.

The MNOI standard cannot be applied here, as this methodology presumes the net operating income the landlord earned yielded a fair rate of return on investment, which it clearly did not.

In order to determine a rent that would provide for a fair rate of return, I have used the Cash-on-Cash ROI methodology. Please see the calculations below.

Cash-on-Cash ROI methodology using the below calculations:

Actual Base Year Cash-on-cash ROI: 2.05%

Cash Flow = Gross Rental Income (\$16,200²) – Property Expense (\$15,792³) = \$408

Cash-on-Cash Return = Annual Cash Flow (\$408) / Initial Investment Amount (\$19,830⁴) = 2.05%

Adjusted Based Year Cash-on-cash ROI: 11.13%

Cash Flow = Gross Rental Income (\$18,000⁵) – Property Expense (\$15,792³) = \$2,208

Cash-on-Cash Return = Annual Cash Flow (\$2,208) / Initial Investment Amount (\$19,830³) = 11.13%

Definitions:

Gross Rental Income: Monthly Rent Charged x 12 months

Property Expenses: Mortgage Payment, Property Taxes, Insurance, Property Management Fees

Initial Investment Amount: Total Amount of Cash Invested (Closing Costs plus Down Payment)

¹ See Exhibit B and Exhibit D. \$263 per month Condo Fee + \$1053 per month Mortgage Payment (includes taxes) = \$1,316 per month

² \$16,200 uses the actual base rent of \$1,350 per month x 12 months

³ \$1,316 x 12 months = \$15,792 per year

⁴ See Exhibit E. \$3,300 (closing costs) + \$16,500 (down payment) = \$19,830

⁵ \$18,000 assumes an adjusted base rent of \$1,500 per month x 12 months

**CITY OF PORTLAND**389 CONGRESS ST
PORTLAND, ME 04101

For the fiscal year July 01, 2019 to June 30, 2020

BILL #: 3052
ACCOUNT #: 3174
CBL: 033-I-001-293
LOCATION: 29 PARRIS ST 293GANNON ANNA GUARE
29 PARRIS ST # 3
PORTLAND, ME 04101Owner of Record as of: April 1, 2019
GANNON ANNA GUARE

CURRENT BILL RATE DISTRIBUTION		
SCHOOL	11.690	\$1,622.57
COUNTY	0.830	\$115.20
MUNICIPAL	10.790	\$1,497.65
TOTAL	23.310	\$3,235.43

**THIS IS THE ONLY BILL
YOU WILL RECEIVE**Assessed Property Description:
33-I-1-2-25
PORTLAND ST 58-64
PARRIS ST 27-35
PARRIS TO PORTLAND CONDO # 293
Acres: 0.000**FY20 REAL ESTATE TAX BILL**

BILLING INFORMATION	
LAND VALUE	\$27,700
BUILDING VALUE	\$111,100
TOTAL VALUE	\$138,800
EXEMPTIONS	\$0
TAXABLE VALUE	\$138,800
TAX RATE	23.310
TOTAL TAX	\$3,235.43
PAYMENTS/CREDITS	\$1,617.72
TAX DUE	\$1,617.71

DATE DUE	AMOUNT DUE
10/18/2019	\$0.00
03/20/2020	\$1,617.71

INTEREST AT 9% PER ANNUM CHARGED BEGINNING 10/19/2019 AND 03/21/2020.**TAXPAYER'S NOTICE**Per State law, the ownership and valuation of all real estate and personal property subject to taxation shall be fixed as of April 1st.
For this tax bill, that date is April 1, 2019.**IF THIS PROPERTY HAS BEEN TRANSFERRED, PLEASE FORWARD A COPY OF THIS BILL TO THE NEW OWNER.
THIS IS ONLY FOR THE CURRENT FISCAL YEAR****INFORMATION**Without State Aid for Education, Homestead and BETE Exemption Reimbursement and State Revenue Sharing, your taxes would be 15.12% higher. The current City and School bonded indebtedness is \$319,660,011.
For information regarding changes or valuations, please contact the Assessor's Office at (207) 874-8486. Information regarding payments, interest, lien cost charges, and/or refunds, please contact the Treasury Office at (207) 874-8490.**REMITTANCE INSTRUCTIONS****THIS IS THE ONLY BILL YOU WILL RECEIVE. THIS BILL INCLUDES TWO (2) PAYMENT VOUCHERS.**
Please make check or money order payable to City of Portland and mail to:City of Portland Treasury
PO Box 16050
Lewiston, ME 04243-9533For payments in person, please go to the Treasury Office located in Room 102 of City Hall.
If your bank or mortgage company pays your taxes, please review and forward a copy of this bill to them.**FY20 REAL ESTATE TAX BILL** THIS STUB MUST BE RETURNED WITH YOUR **SECOND** PAYMENT **CITY OF PORTLAND TREASURY**BILL #: 3052
ACCOUNT #: 3174
CBL: 033-I-001-293INTEREST AT 9% CHARGED
BEGINNING 03/21/2020PO Box 16050
LEWISTON, ME 04243
DATE DUE AMOUNT DUE
03/20/2020 \$1,617.71

GANNON ANNA GUARE

AMOUNT PAID \$ _____

208202060000305282600001617711

☐ OWNER / ADDRESS CHANGE?
CHECK HERE AND NOTE CHANGES ON BACK.**FY20 REAL ESTATE TAX BILL** THIS STUB MUST BE RETURNED WITH YOUR **FIRST** PAYMENT **CITY OF PORTLAND TREASURY**BILL #: 3052
ACCOUNT #: 3174
CBL: 033-I-001-293INTEREST AT 9% CHARGED
BEGINNING 10/19/2019PO Box 16050
LEWISTON, ME 04243
DATE DUE AMOUNT DUE
10/18/2019 \$0.00

GANNON ANNA GUARE

AMOUNT PAID \$ _____

208202060000305281800000000000

☐ OWNER / ADDRESS CHANGE?
CHECK HERE AND NOTE CHANGES ON BACK.

**CITY OF PORTLAND**389 CONGRESS ST
PORTLAND, ME 04101

For the fiscal year July 01, 2023 to June 30, 2024

BILL #: 2403206
ACCOUNT #: 3174
PARCEL ID #: 033-I-001-293
LOCATION: 29 PARRIS ST 293GANNON ANNA GUARE
29 PARRIS ST # 3
PORTLAND, ME 04101Owner of Record as of: April 1, 2023
GANNON ANNA GUARE

CURRENT BILL RATE DISTRIBUTION		
SCHOOL	7.450	\$1,334.30
COUNTY	0.620	\$111.04
MUNICIPAL	6.340	\$1,135.49
TOTAL	14.410	\$2,580.83

**THIS IS THE ONLY BILL
YOU WILL RECEIVE**Assessed Property Description:
33-I-1-2-25
PORTLAND ST 58-64
PARRIS ST 27-35
PARRIS TO PORTLAND CONDO # 293
Acres: 0.000**FY24 REAL ESTATE TAX BILL**

BILLING INFORMATION	
LAND VALUE	\$35,820
BUILDING VALUE	\$143,280
TOTAL VALUE	\$179,100
EXEMPTIONS	\$0
TAXABLE VALUE	\$179,100
TAX RATE	14.410
TOTAL TAX	\$2,580.83
PAYMENTS/CREDITS	\$0.00
ABATEMENT/ADJUST	\$0.00
TAX DUE	\$2,580.83

DATE DUE	AMOUNT DUE
10/19/2023	\$1,290.42
03/14/2024	\$1,290.41

INTEREST AT 8% PER ANNUM CHARGED BEGINNING 10/20/2023 AND 03/15/2024.**TAXPAYER'S NOTICE**Per State law, the ownership and valuation of all real estate and personal property subject to taxation shall be fixed as of April 1st.
For this tax bill, that date is April 1, 2023.**IF THIS PROPERTY HAS BEEN TRANSFERRED, PLEASE FORWARD A COPY OF THIS BILL TO THE NEW OWNER.
THIS IS ONLY FOR THE CURRENT FISCAL YEAR****INFORMATION**Without State Aid for Education, Homestead and BETE Exemption Reimbursement and State Revenue Sharing, your taxes would be 15.7% higher. The current City and School bonded indebtedness is \$370,989,894.
For information regarding changes or valuations, please contact the Assessor's Office at (207) 874-8486. Information regarding payments, interest, lien cost charges, and/or refunds, please contact the Treasury Office at (207) 874-8490.**REMITTANCE INSTRUCTIONS****THIS IS THE ONLY BILL YOU WILL RECEIVE. THIS BILL INCLUDES TWO (2) PAYMENT VOUCHERS.**
Please make check or money order payable to City of Portland and mail to:City of Portland Treasury
PO Box 16050
Lewiston, ME 04243-9533For payments in person, please go to the Treasury Office located in Room 102 of City Hall.
If your bank or mortgage company pays your taxes, please review and forward a copy of this bill to them.**FY24 REAL ESTATE TAX BILL** THIS STUB MUST BE RETURNED WITH YOUR **SECOND** PAYMENTBILL #: 2403206
ACCOUNT #: 3174
PARCEL ID #: 033-I-001-293INTEREST AT 8% CHARGED
BEGINNING 03/15/2024CITY OF PORTLAND TREASURY
PO Box 16050
LEWISTON, ME 04243

DATE DUE	AMOUNT DUE
03/14/2024	\$1,290.41

GANNON ANNA GUARE

AMOUNT PAID \$ _____

208202480240320622600001290410

☐ OWNER / ADDRESS CHANGE?
CHECK HERE AND NOTE CHANGES ON BACK.**FY24 REAL ESTATE TAX BILL** THIS STUB MUST BE RETURNED WITH YOUR **FIRST** PAYMENTBILL #: 2403206
ACCOUNT #: 3174
PARCEL ID #: 033-I-001-293INTEREST AT 8% CHARGED
BEGINNING 10/20/2023CITY OF PORTLAND TREASURY
PO Box 16050
LEWISTON, ME 04243

DATE DUE	AMOUNT DUE
10/19/2023	\$1,290.42

GANNON ANNA GUARE

AMOUNT PAID \$ _____

208202480240320621800001290428

☐ OWNER / ADDRESS CHANGE?
CHECK HERE AND NOTE CHANGES ON BACK.

Homeowner Ledger

Homeowner: Anna [REDACTED]

Mobile: [REDACTED]

Office: [REDACTED]

Unit Name: 2-3

Unit Address: 29 Parris Street #3 Portland, ME 04101

Association: Parris To Portland Condominium Assoc.

Status: Current

Dues: 405.00

Exhibit B

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
06/13/2017		Condo Fee - June Dues	238.00		238.00
06/14/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
06/29/2017	Anna [REDACTED]	Credit Card Payment (Reference # [REDACTED])		238.00	-238.00
07/01/2017		Condo Fee - July 2017	238.00		0.00
08/01/2017		Condo Fee - August 2017	238.00		238.00
08/08/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
09/01/2017		Condo Fee - September 2017	238.00		238.00
09/07/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
10/01/2017		Condo Fee - October 2017	238.00		238.00
10/01/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
11/01/2017		Condo Fee - November 2017	238.00		238.00
11/01/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
12/01/2017		Condo Fee - December 2017	238.00		238.00
12/01/2017	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	0.00
01/01/2018		Condo Fee - January 2018	263.00		263.00
01/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	25.00
02/01/2018		Condo Fee - February 2018	263.00		288.00
02/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		238.00	50.00
02/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		50.00	0.00
03/01/2018		Condo Fee - March 2018	263.00		263.00
03/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
04/01/2018		Condo Fee - April 2018	263.00		263.00
04/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
05/01/2018		Condo Fee - May 2018	263.00		263.00
05/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
06/01/2018		Condo Fee - June 2018	263.00		263.00
06/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
07/01/2018		Condo Fee - July 2018	263.00		263.00
07/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
08/01/2018		Condo Fee - August 2018	263.00		263.00
08/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
09/01/2018		Condo Fee - September 2018	263.00		263.00
09/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
10/01/2018		Condo Fee - October 2018	263.00		263.00
10/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
11/01/2018		Condo Fee - November 2018	263.00		263.00
11/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
12/01/2018		Condo Fee - December 2018	263.00		263.00

Homeowner Ledger

Date	Payer	Description	Charges	Payments	Balance
12/01/2018	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
01/01/2019		Condo Fee - January 2019	263.00		263.00
01/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
02/01/2019		Condo Fee - February 2019	263.00		263.00
02/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
03/01/2019		Condo Fee - March 2019	263.00		263.00
03/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
04/01/2019		Condo Fee - April 2019	263.00		263.00
04/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
05/01/2019		Condo Fee - May 2019	263.00		263.00
05/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
06/01/2019		Condo Fee - June 2019	263.00		263.00
06/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
07/01/2019		Condo Fee - July 2019	263.00		263.00
07/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
08/01/2019		Condo Fee - August 2019	263.00		263.00
08/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
09/01/2019		Condo Fee - September 2019	263.00		263.00
09/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
10/01/2019		Condo Fee - October 2019	263.00		263.00
10/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
11/01/2019		Condo Fee - November 2019	263.00		263.00
11/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
12/01/2019		Condo Fee - December 2019	263.00		263.00
12/01/2019	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
01/01/2020		Condo Fee - January 2020	263.00		263.00
01/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
02/01/2020		Condo Fee - February 2020	263.00		263.00
02/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
03/01/2020		Condo Fee - March 2020	263.00		263.00
03/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
04/01/2020		Condo Fee - April 2020	263.00		263.00
04/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
05/01/2020		Condo Fee - May 2020	263.00		263.00
05/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
06/01/2020		Condo Fee - June 2020	263.00		263.00
06/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
07/01/2020		Condo Fee - July 2020	263.00		263.00
07/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
08/01/2020		Condo Fee - August 2020	263.00		263.00
08/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
09/01/2020		Condo Fee - September 2020	263.00		263.00
09/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
10/01/2020		Condo Fee - October 2020	263.00		263.00
10/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
11/01/2020		Condo Fee - November 2020	263.00		263.00

Homeowner Ledger

Date	Payer	Description	Charges	Payments	Balance
11/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
12/01/2020		Condo Fee - December 2020	263.00		263.00
12/01/2020	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
01/01/2021		Special Assessment	500.00		500.00
01/01/2021		Condo Fee - January 2021	263.00		763.00
01/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	500.00
02/01/2021		Condo Fee - February 2021	263.00		763.00
02/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	500.00
03/01/2021		Special Assessment	1,000.00		1,500.00
03/01/2021		Condo Fee - March 2021	263.00		1,763.00
03/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	1,500.00
03/02/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		1,000.00	500.00
04/01/2021		Condo Fee - April 2021	263.00		763.00
04/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	500.00
04/29/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		500.00	0.00
05/01/2021		Condo Fee - May 2021	263.00		263.00
05/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
06/01/2021		Condo Fee - June 2021	263.00		263.00
06/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
07/01/2021		Condo Fee - July 2021	263.00		263.00
07/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
08/01/2021		Condo Fee - August 2021	263.00		263.00
08/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
09/01/2021		Condo Fee - September 2021	263.00		263.00
09/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
10/01/2021		Condo Fee - October 2021	263.00		263.00
10/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
11/01/2021		Condo Fee - November 2021	263.00		263.00
11/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
12/01/2021		Condo Fee - December 2021	263.00		263.00
12/01/2021	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	0.00
01/01/2022		Condo Fee - January 2022	303.00		303.00
01/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		263.00	40.00
01/03/2022		Special Assessment	1,500.00		1,540.00
02/01/2022		Condo Fee - February 2022	303.00		1,843.00
02/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	1,540.00
02/13/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		1,237.00	303.00
03/01/2022		Condo Fee - March 2022	303.00		606.00
03/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	303.00
04/01/2022		Condo Fee - April 2022	303.00		606.00
04/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	303.00
04/11/2022		Late Charge Income - Late Fee for Apr 2022	10.00		313.00
05/01/2022		Condo Fee - May 2022	303.00		616.00
05/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	313.00
06/01/2022		Special Assessment	1,200.00		1,513.00
06/01/2022		Condo Fee - June 2022	303.00		1,816.00

Homeowner Ledger

Date	Payer	Description	Charges	Payments	Balance
06/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	1,513.00
06/27/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		1,513.00	0.00
07/01/2022		Condo Fee - July 2022	303.00		303.00
07/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	0.00
08/01/2022		Condo Fee - August 2022	303.00		303.00
08/01/2022		Special Assessment - August 2022 - Basement Repairs	135.00		438.00
08/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	135.00
08/10/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		135.00	0.00
09/01/2022		Condo Fee - September 2022	303.00		303.00
09/01/2022		Special Assessment - September 2022 - Basement Repairs	135.00		438.00
09/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	135.00
09/10/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		135.00	0.00
10/01/2022		Condo Fee - October 2022	303.00		303.00
10/01/2022		Special Assessment - October 2022 - Basement Repairs	135.00		438.00
10/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	135.00
10/10/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		135.00	0.00
11/01/2022		Condo Fee - November 2022	303.00		303.00
11/01/2022		Special Assessment - November 2022 - Basement Repairs	135.00		438.00
11/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	135.00
11/10/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		135.00	0.00
12/01/2022		Condo Fee - December 2022	303.00		303.00
12/01/2022		Special Assessment - December 2022 - Basement Repairs	135.00		438.00
12/01/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	135.00
12/10/2022	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		135.00	0.00
01/01/2023		Special Assessment - January 2023 - Basement Repairs	135.00		135.00
01/01/2023		Condo Fee - January 2023	337.00		472.00
01/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
01/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
02/01/2023		Special Assessment - February 2023 - Basement Repairs	135.00		135.00
02/01/2023		Condo Fee - February 2023	337.00		472.00
02/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
02/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
03/01/2023		Special Assessment - March 2023 - Basement Repairs	135.00		135.00
03/01/2023		Condo Fee - March 2023	337.00		472.00
03/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
03/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
04/01/2023		Special Assessment - April 2023 - Basement Repairs	135.00		135.00
04/01/2023		Condo Fee - April 2023	337.00		472.00
04/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
04/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
05/01/2023		Special Assessment - May 2023 - Basement Repairs	135.00		135.00
05/01/2023		Condo Fee - May 2023	337.00		472.00
05/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
05/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00

Homeowner Ledger

Date	Payer	Description	Charges	Payments	Balance
06/01/2023		Special Assessment - June 2023 - Basement Repairs	135.00		135.00
06/01/2023		Condo Fee - June 2023	337.00		472.00
06/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
06/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
07/01/2023		Special Assessment - July 2023 - Basement Repairs	135.00		135.00
07/01/2023		Condo Fee - July 2023	337.00		472.00
07/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
07/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
08/01/2023		Special Assessment - August 2023 - Basement Repairs	135.00		135.00
08/01/2023		Condo Fee - August 2023	337.00		472.00
08/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
08/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
09/01/2023		Special Assessment - September 2023 - Basement Repairs	135.00		135.00
09/01/2023		Condo Fee - September 2023	337.00		472.00
09/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
09/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
10/01/2023		Special Assessment - October 2023 - Basement Repairs	135.00		135.00
10/01/2023		Condo Fee - October 2023	337.00		472.00
10/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
10/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
11/01/2023		Special Assessment - November 2023 - Basement Repairs	135.00		135.00
11/01/2023		Condo Fee - November 2023	337.00		472.00
11/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
11/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
12/01/2023		Special Assessment - December 2023 - Basement Repairs	135.00		135.00
12/01/2023		Condo Fee - December 2023	337.00		472.00
12/01/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	169.00
12/04/2023	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		169.00	0.00
01/01/2024		Special Assessment - January 2024 - Basement Repairs	135.00		135.00
01/01/2024		Condo Fee - January 2024	405.00		540.00
01/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
01/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
02/01/2024		Special Assessment - February 2024 - Basement Repairs	135.00		135.00
02/01/2024		Condo Fee - February 2024	405.00		540.00
02/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
02/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
03/01/2024		Special Assessment - March 2024 - Basement Repairs	135.00		135.00
03/01/2024		Condo Fee - March 2024	405.00		540.00
03/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
03/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
04/01/2024		Special Assessment - April 2024 - Basement Repairs	135.00		135.00
04/01/2024		Condo Fee - April 2024	405.00		540.00
04/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
04/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00

Homeowner Ledger

Date	Payer	Description	Charges	Payments	Balance
05/01/2024		Special Assessment - May 2024 - Basement Repairs	135.00		135.00
05/01/2024		Condo Fee - May 2024	405.00		540.00
05/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
05/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
06/01/2024		Special Assessment - June 2024 - Basement Repairs	135.00		135.00
06/01/2024		Condo Fee - June 2024	405.00		540.00
06/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
06/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
07/01/2024		Special Assessment - July 2024 - Basement Repairs	135.00		135.00
07/01/2024		Condo Fee - July 2024	405.00		540.00
07/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
07/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
08/01/2024		Special Assessment - August 2024 - Basement Repairs	135.00		135.00
08/01/2024		Condo Fee - August 2024	405.00		540.00
08/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
08/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
09/01/2024		Special Assessment - September 2024 - Basement Repairs	135.00		135.00
09/01/2024		Condo Fee - September 2024	405.00		540.00
09/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		303.00	237.00
09/04/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		237.00	0.00
10/01/2024		Special Assessment - October 2024 - Basement Repairs	135.00		135.00
10/01/2024		Condo Fee - October 2024	405.00		540.00
10/01/2024	Anna [REDACTED]	ACH Payment (Reference # [REDACTED])		540.00	0.00
Total					0.00

CHANGE ORDER

Pursuant to 10 M.R.S.A. § 1488, each change order to an existing home construction contract must be in writing and becomes a part of and is in conformance with the original contract. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated. The change order must detail all changes to the original contract that result in a revision of the contract price. The previous contract price must be stated and the revised price shall also be stated. Both parties must sign the change order.

Contract No. 1076

1. Parties To This Change Order:

A. Contractor Gebhardt Management
 Name Phone 207-541-9488
 Address 175 Brackett St. Portland ME 04102
 B. Owner-Parris To Portland Condominium Association
 29 Parris St. & 58 Portland St. Portland, ME 04101

2. Date Original Contract Signed: 6-22-2022

3. Changes in the Work Originally Contracted For: Install a partial perimeter drain in basement and a new sump pump housing box. Install PVC sleeves as necessary. Use a 4" drainage pipe with a protective cloth sleeve. Includes labor and materials. \$6250

4. Price Change:

A. Original Contract Price \$ 114,919

B. Revised Contract Price \$ 121,169 (change order 1)

$\$121,169 \div 10 \text{ owners} =$
 $\$12,116.90$

5. Acceptance of Change Order:

Signature: Karna Smock Date: 1/12/23
 (Owner)

Signature: _____ Date: _____
 (Contractor)

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CHANGE ORDER BEFORE THE REVISED WORK CAN BE STARTED.

Gebhardt Property Management

PO BOX 11951
 Portland, ME 04104 US
 info@gpmmaine.com

**INVOICE**

BILL TO
 Parris to Portland Condo Association
 29 Parris St. and 58 Portland St.
 Portland, ME 04101

INVOICE	GC Contract
DATE	06/22/2022
TERMS	See Below
DUE DATE	06/22/2022

DATE	ACTIVITY	AMOUNT
06/22/2022	Building Repair: Building Repairs GC CONTRACT 1. Parties: A. Contractor: Gebhardt Property Management Name: Tim Gebhardt Phone 207-541-9468 Address: 175 Brackett Street, Portland ME, 04102 B. Client: Parris to Portland Condominium Association 29 Parris St. and 58 Portland St. Portland, ME 04101 2. Location of Work: 58 Portland St Portland, ME 04101 3. Completion Dates: TBD 4. Contract Price: \$ 114,919 Price 5. Method of Payment: A 1/3 deposit of \$38,000 will be due within 10 days of signing the contract. The 2nd payment of \$38,000 will be due within 10 days of start of work. The remaining balance will be due upon completion. 6. Description of Work: Phase 1: Secure corners. Relocate two water heaters. A. Pour the corners (Urgent) B. Pour a slab next to the brick pier (wall). Relocate two of the water heaters to the new slab. \$12,000 (labor only) Materials needed for Phase 1: (6) sheets plywood 3/4in thick (13) 8' 2x6" Star head 2" + 2-1/2" G KY 2 boxes (1) wire mesh (3) #4 corner bar (28) 10' pieces #4 rebar Wire bag ties Roll wire 7 yards cement (first pour) 3-1/2 yards cement (second pour) COST OF MATERIALS Phase 2: Pour footings and build walls (Urgent)	0.00 114,919.00 0.00 0.00

A. Pour the trench footings and the footings for the vertical steel beams (set bolts for beams if possible)
B. Lay 6"x6" PT sticks along the length of the trench footings as plates, for stud walls and fasten them in.
\$28,000 (labor only)
Materials needed for Phase 2:
7 yards concrete
COST OF MATERIALS

New basement bearing wall partitions

Bearing wall partitions - Install new pressure-treated 2x6in wall plate fastened to the concrete floor and top 2x6in plate fastened to existing house beam. Install new 2x6in bearing wall framing partitions under the existing 6inx7in basement carrying beams. Install horizontal 2x4in mid height of wall fastened to each stud.

Note 1: Install 6-2x6in post in bearing wall with existing post above on thickened concrete slab in area as specified.

Note 2: Install 2x10 blocking ripped to fit tight under the existing floor sheathing between the joists under floor located under the first floor bearing walls as specified.

Note 3: In bearing walls beneath joists only - provide 3'-4in wall openings (owner to locate wall openings). Install (3) 1-3/4in x 4in deep 9-1/2in rip LVL header with (2) 2x6in jack studs plus (1) 2x6in king stud at both ends as specified.

Note 4: In bearing walls beneath beams - provide 3' - 4in opening with (2) 2x6in studs on both sides of opening as specified (owner to locate openings).

Floor Joist Hangers - Install U26R Simpson rough cut floor joists on hangers on approximately 160 of the existing 2x8in floor joists that are notched into the existing beams as specified.

Temporary Support - Install temporary vertical post and remove existing brick pier supports to install new bearing wall framing plate beneath beams.

Includes all permitting, labor and materials.

NOTE: The scope of the work outline is included in the budget with the following exceptions: Obstacles that block new bearing wall partitions to be installed, such as plumbing and electrical wiring. Additional work not stated in estimate will be performed as needed on time and material basis by Breggia Construction at \$50.00 per man hour
\$20,992

Phase 3: Shore up wall (Not urgent but a contingency)

- A. Install steel beams (vertical beams)
- B. Build brace for foundation wall

Any additional items discovered during renovation will be brought to the owners attention before any work is embarked upon and quotes for any additional work will be provided upon owners request before any work is done (see Sec. 7 & Change Order Form).

- | | |
|---|------|
| 7. Warranties: The contractor provides the following express warranty: All manufacturer warranties will be transferred to the owner. In addition to any additional express warranties agreed to by the parties, the contractor warrants that the work will be free from faulty materials; constructed according to the standards of the Maine Uniform Building and Energy Code (10 M.R.S.A. §§9721-9725); constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. MAINE CONSUMER LAW GUIDE 18 - 9 | 0.00 |
| 8. Resolution of Disputes: If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one): A. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (____); B. Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (____); C. Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (X____); The parties are not required to select one of these dispute resolution methods. They are optional. If the parties do not select one of these dispute resolution options, check here: ____. | 0.00 |
| 9. Change Orders: Any alteration or deviation from the above contractual specifications that involve extra cost will be executed only upon the parties entering into a written change order. | 0.00 |
| 10. Consumer Protection Warning: Consumers are strongly advised to call the Attorney General (1-800-436-2131) or visit the Attorney General's publicly accessible website (www.maine.gov/ag) to gather current | 0.00 |

information on how to enforce their rights when constructing or repairing their homes (See attached addendum)

11. Additional Provisions

0.00

Any additional items discovered during renovation will be brought to the owners attention before any work is embarked upon and quotes for any additional work will be provided upon owners request before any work is done (see Sec. 7 & Change Order Form).

12. Contract Acceptance: Signature:

0.00

Signature: Rama Simola Date: 06/26/2022 (Client)

Signature: _____ Date: _____ (Contractor)

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CONTRACT BEFORE WORK CAN BE STARTED.

CHANGE ORDER

Pursuant to 10 M.R.S.A. § 1488, each change order to an existing home construction contract must be in writing and becomes a part of and is in conformance with the original contract. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated. The change order must detail all changes to the original contract that result in a revision of the contract price. The previous contract price must be stated and the revised price shall also be stated. Both parties must sign the change order.

Contract No. _____

1. Parties To This Change Order:

A. Contractor _____
Name Phone _____
Address _____
B. Homeowner or Lessee _____
Name Phone _____
Address _____

2. Date Original Contract Signed: _____

3. Changes in the Work Originally Contracted For: _____

4. Price Change:

A. Original Contract Price \$ _____
B. Revised Contract Price \$ _____
C. Time & Material at an hourly rate of \$ _____

5. Acceptance of Change Order:

Signature: _____ Date: _____
(Homeowner or Lessee)

Signature: _____ Date: _____
(Contractor)

EACH PARTY MUST RECEIVE A COPY OF THIS SIGNED CHANGE ORDER BEFORE THE REVISED WORK CAN BE STARTED.

Maine Attorney General Home Construction Warning
Contractors Must Include This Statement With Any Home
Construction Contract for More Than \$3,000
Last revised 3/20/07

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/pfr/pfrhome.htm. When hiring a contractor, we recommend that you:

Seek referrals and keep good notes. The best source of references may be:

- o friends
- o co-workers
- o independent trade contractors
- o engineers
- o family
- o building material suppliers
- o neighbors
- o architects
- o home inspectors
- o local lenders
- o banks
- o contractor's existing customers

When meeting with a builder, be sure to ask for:

- o Number of years in business
- o Permanent business location
- o Proof of general liability insurance
- o Professional affiliations
- o Educational designations
- o List of last 5 customers
- o Proof of workers' compensation insurance for employees and liability insurance

We strongly recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

Building Codes

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in Chapter 18 of the Maine Attorney General's Consumer Law Guide. Go to www.maine.gov/ag/index.php?r=clg&s=chap18.

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais),
- Default Judgment in CBS Enterprises,
- State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders, Inc.,
- State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.,
- State of Maine v. Bob Burns d/b/a Better Homes,
- State of Maine v. Albert H. Giandrea d/b/a AG's Home Quality Improvements, Inc.,
- State of Maine v. Al Verdone,
- State of Maine v. Mikel W. Tuttle, d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper (State of Maine v. Harold Soper) and Mikel Tuttle (State of Maine v. Mikel W. Tuttle). Even when our lawsuits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

Chapter 17 of the Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?r=clg>.

As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

Thank You,
Gebhardt Property Management

BALANCE DUE

\$114,919.00

Please send checks, payable to "GPM, LLC", to:
Gebhardt Property Management
PO BOX 11591
Portland, ME 04104

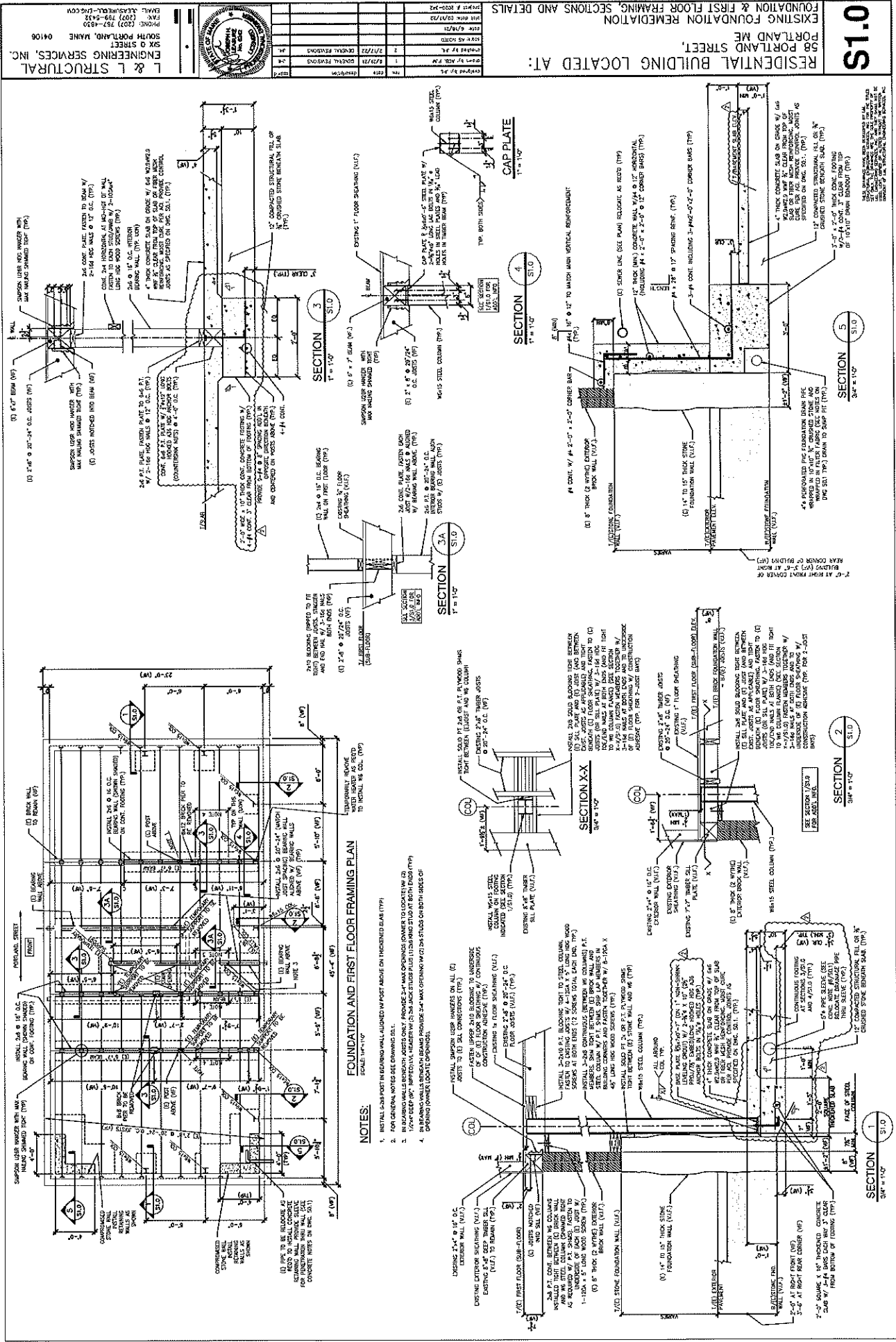


Exhibit C

[illegible]

(C)- INDICATES EXISTING CONDITIONS OR MEMBERS.
 (T)- INDICATES TYPICAL.
 (N)- INDICATES GENERAL CONTRACTOR SHALL "FERRY IN FIELD"
 EXISTING DIMENSIONS, ELEVATIONS OR CONDITIONS.
 (U)- INDICATES UNLESS OTHERWISE NOTED.
 T-1- INDICATES "TOP OF".
 M.O. - INDICATES MAJOR OPENING.
 R.O. - INDICATES ROUGH OPENING.
 T.R.D. - TO BE DETERMINED.
 C.H. - INDICATES CONTROL JOINT.
 S.S. - INDICATES STAINLESS STEEL.
 P.A.F. - POWER ACTUATED FASTENER.
 G.C. - INDICATES GENERAL CONTRACTOR.
 A.E. - INDICATES ARCHITECT / ENGINEER ON RECORD.
 H.O.G. - INDICATES NOT DIP GUARANTEED.
 F.A. - INDICATES FIRE RATED.

[illegible]

Exhibit D

Bangor Savings Bank

PO Box 930
Bangor, ME 04402-0930
1.877.226.4671

Individual Activity Statement

ANNA [REDACTED]
[REDACTED]
[REDACTED]

General Information

Account Number:	XXXXXXXXXXXX9317	Customer Number:	[REDACTED]
Home Phone:	[REDACTED]	Work Phone:	[REDACTED]
Loan Term:	360	Loan Type:	FIXED RATE MTG LOAN
Interest Rate:	4.250000 %	Origination Date:	05/17/2017

Balance & Payment Information

Original Amount:	\$148,500.00	Payment Due Date:	11/01/2024
Current Balance:	\$120,621.66	Payment Amount:	\$960.00
Accrued Interest:	\$225.42	Principal/Interest:	\$0.00
Daily Per Diem:	\$13.78064	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Amount	Principal Balance
06/01/2020	Auto Transfer Credit(ACH)	(\$1,053.00)	\$138,896.06
	Payment Break Down		
	Transaction Description	Affects	Amount
	Principal Curtailment	Principal	(\$50.00)
	Principal Payment Split Out	Principal	(\$237.59)
	Interest Payment Split Out	Interest Payment	(\$492.94)
	Escrow No. 1 Balance Increase	Escrow Balance 1	(\$272.47)
			Balance
			\$138,896.06
			\$138,946.06
			\$139,183.65
			\$139,183.65
06/30/2020	Interest paid on Escrow balance 1	(\$1.30)	\$138,896.06
07/01/2020	Auto Transfer Credit(ACH)	(\$1,053.00)	\$138,616.45
	Payment Break Down		
	Transaction Description	Affects	Amount
	Principal Curtailment	Principal	(\$41.00)
	Principal Payment Split Out	Principal	(\$238.61)
	Interest Payment Split Out	Interest Payment	(\$491.92)
	Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)
			Balance
			\$138,616.45
			\$138,657.45
			\$138,896.06
			\$138,896.06
07/31/2020	Auto Transfer Credit(ACH)	(\$1,053.00)	\$138,335.85

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These items will be reflected again on your regularly scheduled statement.

October 18, 2024

Exhibit D

		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$138,335.85
Principal Payment Split Out	Principal	(\$239.60)	\$138,376.85
Interest Payment Split Out	Interest Payment	(\$490.93)	\$138,616.45
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$138,616.45
09/01/2020 Auto Transfer Credit(ACH)		(\$1,053.00)	\$138,054.26
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$138,054.26
Principal Payment Split Out	Principal	(\$240.59)	\$138,095.26
Interest Payment Split Out	Interest Payment	(\$489.94)	\$138,335.85
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$138,335.85
09/30/2020 Interest paid on Escrow balance 1		(\$2.95)	\$138,054.26
10/01/2020 Auto Transfer Credit(ACH)		(\$1,053.00)	\$137,771.67
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$137,771.67
Principal Payment Split Out	Principal	(\$241.59)	\$137,812.67
Interest Payment Split Out	Interest Payment	(\$488.94)	\$138,054.26
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$138,054.26
10/19/2020 Decrease escrow balance 1		\$1,617.72	\$137,771.67
10/30/2020 Auto Transfer Credit(ACH)		(\$1,053.00)	\$137,488.08
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$137,488.08
Principal Payment Split Out	Principal	(\$242.59)	\$137,529.08
Interest Payment Split Out	Interest Payment	(\$487.94)	\$137,771.67
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$137,771.67
12/01/2020 Auto Transfer Credit(ACH)		(\$1,053.00)	\$137,203.49
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$137,203.49
Principal Payment Split Out	Principal	(\$243.59)	\$137,244.49
Interest Payment Split Out	Interest Payment	(\$486.94)	\$137,488.08
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$137,488.08
12/31/2020 Auto Transfer Credit(ACH)		(\$1,053.00)	\$136,917.89
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$136,917.89
Principal Payment Split Out	Principal	(\$244.60)	\$136,958.89
Interest Payment Split Out	Interest Payment	(\$485.93)	\$137,203.49
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$137,203.49
12/31/2020 Interest paid on Escrow balance 1		(\$2.08)	\$136,917.89
01/06/2021 Escrow #1 rate change 0.05000000 %		\$0.00	\$136,917.89
02/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$136,631.28

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October 18, 2024

Exhibit D

Page: 2

		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$136,631.28
Principal Payment Split Out	Principal	(\$245.61)	\$136,672.28
Interest Payment Split Out	Interest Payment	(\$484.92)	\$136,917.89
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$136,917.89
03/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$136,343.65
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$136,343.65
Principal Payment Split Out	Principal	(\$246.63)	\$136,384.65
Interest Payment Split Out	Interest Payment	(\$483.90)	\$136,631.28
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$136,631.28
03/02/2021 Decrease escrow balance 1		\$1,617.71	\$136,343.65
03/31/2021 Interest paid on Escrow balance 1		(\$0.25)	\$136,343.65
04/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$136,055.00
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$136,055.00
Principal Payment Split Out	Principal	(\$247.65)	\$136,096.00
Interest Payment Split Out	Interest Payment	(\$482.88)	\$136,343.65
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$136,343.65
04/30/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$135,765.33
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$135,765.33
Principal Payment Split Out	Principal	(\$248.67)	\$135,806.33
Interest Payment Split Out	Interest Payment	(\$481.86)	\$136,055.00
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$136,055.00
06/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$135,474.64
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$135,474.64
Principal Payment Split Out	Principal	(\$249.69)	\$135,515.64
Interest Payment Split Out	Interest Payment	(\$480.84)	\$135,765.33
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$135,765.33
06/30/2021 Interest paid on Escrow balance 1		(\$0.11)	\$135,474.64
07/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$135,182.92
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$41.00)	\$135,182.92
Principal Payment Split Out	Principal	(\$250.72)	\$135,223.92
Interest Payment Split Out	Interest Payment	(\$479.81)	\$135,474.64
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$281.47)	\$135,474.64
07/30/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$134,876.16

This temporary statement from Bangor Savings Bank is not a formal statement of your account.
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		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$55.00)	\$134,876.16
Principal Payment Split Out	Principal	(\$251.76)	\$134,931.16
Interest Payment Split Out	Interest Payment	(\$478.77)	\$135,182.92
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$135,182.92
09/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$134,568.32
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$55.00)	\$134,568.32
Principal Payment Split Out	Principal	(\$252.84)	\$134,623.32
Interest Payment Split Out	Interest Payment	(\$477.69)	\$134,876.16
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$134,876.16
09/30/2021 Interest paid on Escrow balance 1		(\$0.20)	\$134,568.32
10/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$134,259.39
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$55.00)	\$134,259.39
Principal Payment Split Out	Principal	(\$253.93)	\$134,314.39
Interest Payment Split Out	Interest Payment	(\$476.60)	\$134,568.32
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$134,568.32
10/13/2021 Decrease escrow balance 1		\$1,163.26	\$134,259.39
11/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$133,949.36
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$55.00)	\$133,949.36
Principal Payment Split Out	Principal	(\$255.03)	\$134,004.36
Interest Payment Split Out	Interest Payment	(\$475.50)	\$134,259.39
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$134,259.39
12/01/2021 Auto Transfer Credit(ACH)		(\$1,053.00)	\$133,638.23
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Principal Curtailment	Principal	(\$55.00)	\$133,638.23
Principal Payment Split Out	Principal	(\$256.13)	\$133,693.23
Interest Payment Split Out	Interest Payment	(\$474.40)	\$133,949.36
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$133,949.36
12/31/2021 Interest paid on Escrow balance 1		(\$0.18)	\$133,638.23
01/03/2022 Auto Transfer Credit(ACH)		(\$1,053.00)	\$133,326.00
		Payment Break Down	
Transaction Description	Affects	Amount	Balance
Effective Date Credit Interest Adj.	Accrual Adjustment	(\$0.01)	\$133,326.00
Principal Curtailment	Principal	(\$55.00)	\$133,326.00
Principal Payment Split Out	Principal	(\$257.23)	\$133,381.00
Interest Payment Split Out	Interest Payment	(\$473.30)	\$133,638.23
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$133,638.23
02/01/2022 Auto Transfer Credit(ACH)		(\$1,053.00)	\$133,012.67

This temporary statement from Bangor Savings Bank is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

October 18, 2024

Page: 4

Exhibit D

Transaction Description	Payment Break Down		Balance
	Affects	Amount	
Principal Curtailment	Principal	(\$55.00)	\$133,012.67
Principal Payment Split Out	Principal	(\$258.33)	\$133,067.67
Interest Payment Split Out	Interest Payment	(\$472.20)	\$133,326.00
Escrow No. 1 Balance Increase	Escrow Balance 1	(\$267.47)	\$133,326.00

This temporary statement from Bangor Savings Bank is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

October 18, 2024

Exhibit D Page: 5

Cumberland Title Services, LLC
ALTA Universal ID RSA7
178 Middle Street, Suite 402
Portland, ME 04101

Exhibit E

File No./Escrow No.: ~~2017046955~~
Print Date & Time: May 12, 2017 at 02:42:PM
Officer/Escrow Officer: Cumberland Title Services, LLC
Settlement Location: 178 Middle Street, Suite 402
 Portland, ME 04101

Property Address: 29 Parris Street, #3
 Portland, ME 04101

Borrower: Anna ~~Cummins~~
Seller: Guy W. Henning and Diane W. Henning
Lender: Bangor Savings Bank
Settlement Date: May 17, 2017
Disbursement Date: May 17, 2017

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property	\$ 165,000.00	
Deposit		\$ 1,000.00
Loan Amount		\$ 148,500.00
Seller Credit		\$ 2,500.00
<i>Down Payment = \$16,500</i>		
Prorations/Adjustments		
City/Town Taxes	\$ 356.14	
05/18/17 to 07/01/17		
Stormwater	\$ 5.22	
05/18/17 to 07/01/17		
May Condo Assmts	\$ 107.48	
05/18/17 to 06/01/17		
Loan Charges to Bangor Savings Bank		
Origination Fee	\$ 550.00	
POC \$ 500.00		
Paid by Borrower before closing		
Appraisal Fee	\$ 550.00	
Condo Questionnaire	\$ 100.00	
Prepaid Interest	\$ 262.95	
\$17.53 per day from 05/17/17 to 06/01/17		
Other Loan Charges		
CPL	to First American Title Insurance Company	\$ 25.00
E - Recording	to Cumberland Title Services	\$ 9.00
Settlement Fee	to Cumberland Title Services, LLC	\$ 350.00

Exhibit E

ALTA Settlement Statement Borrower/Buyer - Continued

	Debit	Credit
Impounds		
City/Town Taxes	\$ 976.76	
4 mo @ \$ 244.19 /mo		
Aggregate Adjustment	\$ -0.02	
Title Charges & Escrow / Settlement Charges		
Title - Lender's Title Insurance to Cumberland Title Services, LLC	\$ 260.75	
Coverage: \$ 148,500.00		
Premium: \$ 50.00		
Title - Owner's Title Insurance (optional) to Cumberland Title Services, LLC	\$ 366.75	
Coverage: \$ 165,000.00		
Premium: \$ 577.50		
Title Exam to Cumberland Title Services, LLC	\$ 345.00	
Title - FATIC Residential to Cumberland Title Services, LLC Endorsement	\$ 75.00	
Commission		
Government Recording and Transfer Charges		
Recording Fees - EST to Cumberland Title Services	\$ 72.00	
Deed:\$24.00 Mortgage:\$48.00		
Transfer Tax to Cumberland Title Services	\$ 363.00	
Payoffs		
Miscellaneous		
Homeowner's Insurance to State Farm Premium (mo.)	\$ 341.00	
Subtotals	\$ 170,116.03	\$ 152,000.00
Balance Due FROM		\$ 18,116.03
TOTALS	\$ 170,116.03	\$ 170,116.03

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Cumberland Title Services, LLC to cause the funds to be disbursed in accordance with this statement.

Anna 

Closing Costs Total = 3,330
Down Payment = 16,500
Initial Investment Amount = 19,830

Debit

Credit

Cumberland Title Services, LLC, Escrow Officer

Exhibit E

Year	Allowable increase	Rent Charged	Allowable Increase	
Prior to 2022	NA	NA		
2022	4.3%	1350	\$58.05	1,408.05
2023	7.0%	1350	\$98.56	1,506.61
2024	2.0%	1350	\$30.13	1,536.74
2025	2.5%	1350	\$38.42	1,575.16

City of Portland – Housing Safety Division
RENTAL INCREASE APPEAL

Date of Hearing:

August 19, 2024 – Tabled to September 18, 2024 – Tabled to September 25, 2024 –
Tabled to October 23, 2024 – Tabled to November 18, 2024 – Tabled to December
18, 2024 – Tabled to January 22, 2025 – Tabled to May 28, 2025

Appellant:

Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

Owner Name and Address:

59 State Street LLC
657 Congress St, First Floor
Portland, ME 04101

Property Address:

59 State Street
Portland, ME 04101

CBL:

044-B-047-001



May 14, 2025

Re: Notice of Public Hearing

To: Interested Parties of 59 State Street Portland, ME 04101

A request for a hearing regarding the rental property at 59 State St (CBL: 044-B-047-001) has been submitted to the Rent Board. The request submitted by the Trelawny Tenants' Union is in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance by the property owner, 59 State Street LLC. This item was most recently on the agenda for the January 22, 2025 meeting.

The Rent Board meeting is scheduled for **Wednesday, May 28, 2025** at 5pm. This meeting will be remotely held via Zoom.

Copies of newly submitted materials are included with this notice. The full packet containing previously submitted materials can be obtained by emailing rentcontrol@portlandmaine.gov or at Portland City Hall located at 389 Congress St.

The agenda and Zoom link will be accessible by **May 21, 2025** at the link below: <http://portlandmaine.gov/129/Agendas-Minutes>

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



September 9, 2024

Re: Notice of Public Hearing

To: Interested Parties of 59 State Street Portland, ME 04101

A request for a hearing regarding the rental property at 59 State St (CBL: 044-B-047-001) has been submitted to the Rent Board. The request submitted by the Trelawny Tenants' Union is in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance by the property owner, 59 State Street LLC. This appeal was previously heard at the August 19, 2024 meeting.

The Rent Board meeting is scheduled for **September 18, 2024** at 5pm. This meeting will be remotely held via Zoom.

The agenda and Zoom link will be accessible by **September 13, 2024** at the link below:
<http://portlandmaine.gov/129/Agendas-Minutes>

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



July 26, 2024

Re: Notice of Public Hearing

To: Interested Parties of 59 State St

At the July 24, 2024 Rent Board meeting the Board voted to schedule a public hearing for the tenants rights complaint submitted by Trelawny Tenants Union in regards to the rental property located at 59 State St owned by 59 State Street LLC. This special meeting has been scheduled for **August 19, 2024 at 5:00 PM**.

Please submit any documentation to be reviewed by Board members by **August 7, 2024**. Be advised, this is a public meeting and all documentation submitted can be subject to any Freedom of Access Act requests.

Rent Board meetings are held remotely via Zoom. The agenda with the Zoom link will be posted by Wednesday, August 14, 2024.

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

July 3, 2024

Portland Rent Board

Mr. Buddy Moore

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Moore,

Pursuant to the standing granted to tenant unions under section 6-243(b) of the city code, we submit this complaint on behalf of all tenants at 655 Congress and 59 State to the Rent Board regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO) as per Sec 6-234 (f).

As you know, Sec 6-234 (f) provides, “[a] landlord who is *not in substantial compliance with any provision of this chapter*, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain *any* rent increase otherwise permitted by this section or any other provision of this code or Maine statute.” (emphasis added)

This provision, adopted in 2022 by the voters of Portland, requires that any landlord substantially out of compliance with *any* provision of the City’s building and housing regulations may not impose or collect *any* rent increases on *any* unit until they are back in compliance.

While this complaint will outline multiple separate violations impacting over 50 tenants, as the Rent Board ruled in its 36 Sawyer Street ruling on June 3, 2024, any one of these violations can constitute “substantial non-compliance.”

“... the Board concludes that more than one violation of the RSO is not necessary to constitute substantial noncompliance pursuant to section 6-234(f). In other words, a single violation of the RSO may constitute substantial noncompliance with the RSO for the purposes of section 6-234(f).”¹

Based on individual complaints we have filed, and ultimately confirmed by Portland’s Housing Safety Office (HSO), Mr. Rice has been ruled out of compliance at least 15 times in the past six months, having over-charged tenants almost \$11,000. These violations cover the entire period of 2023 and continue into 2024.

Building	Apt #	Code Case #	Status	Dates Overcharged	Amt. Overcharged
59 State	1	BLDG2306278	Violation	6/2021-11/2023 (29 months)	\$587.13
59 State	2	BLDG2306281	Violation	6/2021-11/2023 (29 months)	\$752.16

¹ Rent Board final decision on 36 Sawyer Street, footnote #4.

59 State	22	BLDG2306283	Violation	11/2022-11/2023 (12 months)	\$188.04
59 State	31	BLDG2306278	Violation	6/2020-11/2023 (41 months)	\$807.56
59 State	45	BLDG2306282	Violation	8/2022-11/2023 (15 months)	\$452.41
59 State	62	BLDG2306283	Violation	9/2020-11/2023 (38 months)	\$1,394.36
59 State	63	BLDG2306283	Violation	1/2023-11/2023 (10 months)	\$250.00
59 State	67	BLDG2306278	Violation	11/2021-11/2023 (24 months)	\$612.96
655 Congress	212	BLDG2306553	Violation	8/2022-2/2024 (18 months)	\$490.08
655 Congress	404	BLDG2306359	Violation	1/2023-2/2024 (13 months)	\$649.20
655 Congress	415-416	BLDG2306359	Violation	1/2023-2/2024 (13 months)	\$363.25
655 Congress	602	BLDG2306360	Violation	10/2021-2/2024 (28 months)	\$707.32
655 Congress	620-622	BLDG2306360	Violation	3/2022-12/2023 (21 months)	\$2,545.68
655 Congress	723-726	BLDG2306362	Violation	2/2022-2/2024 (24 months)	\$1,124.90
655 Congress	819	RCC2400010	Violation	10/2022-6/2024 (21 months)	\$1,238.28
			Total		\$12,163.33

Additionally, the HSO ruled last May, and the Rent Board confirmed last November, that Mr. Rice had illegally passed on a gas fee to almost every tenant in 655 Congress Street, amounting to over \$3,500 in overcharges to 44 tenants from January 1, 2023 to December 1, 2023.

655 Congress

Unit #	Code Case #	Status	Months Overcharged (2023)	Amt Overcharged
203	BLDG2305814	Violation	6 months	\$72.00
204	BLDG2305814	Violation	5 months	\$60.00
208	BLDG2305814	Violation	7 months	\$84.00
209	BLDG2305814	Violation	5 months	\$60.00
211	BLDG2305814	Violation	2 months	\$24.00
214	BLDG2305814	Violation	7 months	\$84.00
222	BLDG2305814	Violation	8 months	\$96.00
303	BLDG2305814	Violation	1 months	\$12.00
306	BLDG2305814	Violation	3 months	\$36.00
309	BLDG2305814	Violation	2 months	\$24.00
311	BLDG2305814	Violation	5 months	\$60.00
312	BLDG2305814	Violation	7 months	\$84.00
315	BLDG2305814	Violation	10 months	\$120.00
320	BLDG2305814	Violation	10 months	\$120.00
322	BLDG2305814	Violation	10 months	\$120.00
324	BLDG2305814	Violation	6 months	\$73.00

326	BLDG2305814	Violation	2 months	\$24.00
327	BLDG2305814	Violation	4 months	\$48.00
405	BLDG2305814	Violation	6 months	\$72.00
410	BLDG2305814	Violation	3 months	\$36.00
411	BLDG2305814	Violation	10 months	\$120.00
418	BLDG2305814	Violation	11 months	\$132.00
501	BLDG2305814	Violation	10 months	\$120.00
503	BLDG2305814	Violation	7 months	\$84.00
510	BLDG2305814	Violation	11 months	\$132.00
601	BLDG2305814	Violation	9 months	\$108.00
604	BLDG2305814	Violation	11 months	\$132.00
610	BLDG2305814	Violation	6 months	\$72.00
620	BLDG2305814	Violation	11 months	\$132.00
627	BLDG2305814	Violation	6 months	\$72.00
701	BLDG2305814	Violation	6 months	\$72.00
707	BLDG2305814	Violation	6 months	\$73.00
709	BLDG2305814	Violation	5 months	\$60.00
710	BLDG2305814	Violation	11 months	\$132.00
718	BLDG2305814	Violation	9 months	\$108.00
720	BLDG2305814	Violation	10 months	\$120.00
723	BLDG2305814	Violation	6.5 months	\$78.00
727	BLDG2305814	Violation	2 months	\$24.00
728	BLDG2305814	Violation	6 months	\$72.00
810	BLDG2305814	Violation	6 months	\$72.00
817	BLDG2305814	Violation	11 months	\$132.00
821	BLDG2305814	Violation	6 months	\$72.00
826	BLDG2305814	Violation	5 months	\$60.00
827	BLDG2305814	Violation	5 months	\$60.00
		Total	295.5 Months	\$3,548.00

The above totals (not including those yet to be uncovered) amount to over \$15,000 in refunds Mr. Rice has had to issue in the past six months for violations covering from June 2020, through the period of January 1, 2023, to June 2024 (another letter of violation was delivered just last week), the period covered since section 6-234(f) went into effect.

We would also like to point out, as your records show, this pattern of non-compliance with Mr. Rice has been non-stop since the ordinance went into effect. This Rent Board recommended that the City fine him \$15,350 back in 2022 for a series of violations including overcharges, repeated illegal rent increase notices, and attempting to charge tenants for personal expenses related to his 3,000 sq. ft. penthouse. At the time, Mr. Rice told the City he would comply, the City believed him, and the fine was not collected.

Additionally, at least five of the rent hike violations above are repeat offenses on the same unit, and sometimes the same tenant. In the complaint we filed with the HSO regarding units 212, 404, 415, 620, & 723 (attached), you will note that Mr. Rice had been ordered to correct problems with these units in 2022. After he corrected them (which he initially did), he actually went back and again imposed illegal rent hikes on those same units.

In particular, please review unit 620. In this instance, three months after he presented the City with evidence that he had refunded the tenant and lowered the rent to the allowable amount, he wrote to the tenant and reinstated the previous illegal rent level. We have enclosed the letter he sent the tenant on March 9, 2022, in which he said, "I received inaccurate information from a rent board employee [Mr. Chuck Fagone] and that was the reason on December 14, 2021, I sent you a check of \$1,991.25..." He then reinstated the previous rent level of \$1,250, almost \$150 above what he had been ordered to charge. Once uncovered by this union over a year later, the city investigated and ordered him to pay back another \$2,545 and drop the rent back to what was allowable by law.

The above violations meet any plausible understanding of what constitutes being "substantially out of compliance" during the period these violations occurred. Additionally, note that these violations are part of a pattern by Mr. Rice. Indeed, as [reported](#) by the Portland Press Herald, Mr. Rice has more violations of the RSO than any other landlord in Portland.

Finally, the rule contained in Sec. 6-234(f) applies broadly to "[a] *landlord*" (emphasis added) who is out of compliance, and bars that *landlord* from raising rents. Nothing in this provision limits the extent of its prohibition merely to the units for which he is presently charging noncompliant rents. The Board should not infer such a limitation where it is entirely absent from the plain language of the ordinance. Rather, the plain language provides that the *landlord* may not impose or collect upon *any* rent increase.

In light of this overwhelming evidence showing clearly habitual substantial non-compliance, we ask that you:

- 1) Require Mr. Rice to rescind all rent increases imposed on all tenants in 655 Congress Street and 59 State Street since January 1, 2023. As you did with 36 Sawyer Street, we ask that at both properties you require him to refund what was collected, forbid him from banking any annual increases which he was never entitled to impose, and insist that he provide 90 days notice for any future increases once he is confirmed to be in full compliance.**
- 2) Recommend a fully public and transparent audit of Mr. Rice's properties to determine where other violations have occurred. Indeed, almost every time we review an issue, it turns out to be a violation. There is simply no reason to believe this trend doesn't exist throughout all of his properties.**
- 3) Impose fines on Mr. Rice to the fullest extent the law allows for this willful non-compliance. Simply requiring him to refund what was not his in the first place, is clearly not a deterrent. Without the prospect of fines, he has already demonstrated that he will continue to brazenly and unlawfully gouge his tenants.**

In regard to point three, we request a fine schedule, at a minimum, similar to what was imposed on the landlord for Sawyer Street:

"The Board finds that it is appropriate to assess a \$100 fine to the Landlords for each instance the Landlords charged the Tenants rent that exceeded the limits established by section 6-234(c)."

In this instance, that fine schedule would look like this:

Building	Apt #	Months Overcharged	FINE
59 State	1	29	\$2,900
	2	29	\$2,900
	22	12	\$1,200
	31	41	\$4,100
	45	15	\$1,500
	62	38	\$3,800
	63	10	\$1,000
	67	24	\$2,400
655 Congress	212	18	\$1,800
	404	13	\$1,300
	415-416	28	\$2,800
	602	28	\$2,800
	620-622	21	\$2,100
	723-726	24	\$2,400
	819	21	\$2,100
Gas Fee		278*	\$27,800
		TOTAL	\$62,900

*This number is below the 296 charges seen in the gas fee chart above because we eliminated those charges from the two units that overlapped between an illegal rent increase and the illegal gas fee (units 620 and 723). We believe Mr. Rice should be fined only once per month when he overcharged a tenant, even if there were two separate illegal charges.

Please note, as you consider these fines, our landlord collects \$2,181,293 annually from the tenants of 59 State Street and 655 Congress (based on CSS published Nov. 2023 rent levels). If the Board fines him the full amount above, it would amount to less than 3% of his gross income from just these two properties. In comparison, the fines the Board issued against the landlord of Sawyer Street, not including your decision to rescind all rent increases on the unit, amounted to almost 15% of their gross revenue.

Less than 3% of gross revenue is not too steep a price to pay for his ongoing negligence, repeat offenses, and blatant reversal of previous directives. In fact, we consider \$100 per instance for a repeat offender to be the minimum. A penalty of \$200 per instance would be more in line.

Thank you for your immediate attention to this matter. We request that all documents and communications pertaining to this investigation be made public upon completion.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.

TTU Steering Committee & tenants of Geoffrey Rice

Attachment A - City email to Geoffrey Rice demanding proof that he had reimbursed multiple tenants at 655 Congress, including units 212, 404, 415, 620, & 723 (725).

From: [Zachary Lenhart](#)
To: [apartmentmart1952@gmail.com](#); [Gillian Morrison](#)
Cc: [Chuck Fagone](#)
Subject: Re: Housing Issues regarding Apartment Mart, LLC
Date: Tuesday, December 14, 2021 1:18:41 PM
Attachments: [Trewlany Complaint 655 Congress&59 State \(1\).xlsx](#)

Below is the information we still need in order for these properties to be in compliance with the Rent Control ordinance. This information was requested weeks ago. Reinspection fees will start to be assessed if we need to request this information again.

59 State St:

Unit 22: proof/back-up rent was \$1360 in June 2020

Unit 37: proof/receipt of reimbursement

655 Congress St:

Unit 404: proof/back-up rent was \$975 in June/August 2020

Unit 312: proof/receipt of reimbursement

Unit 221: proof/receipt of reimbursement

Unit 415-416: proof/receipt of reimbursement

Unit 725: proof/receipt of reimbursement

Unit 212: proof/receipt of reimbursement

Unit 509: proof/receipt of reimbursement

Unit 620-622: proof/receipt of reimbursement

Attachment B - Email to Mr. Rice from HSO explicitly explaining that the effective date of the base rent was June 1, 2020, not November, 2020.

From: [Chuck Fagone](#)
To: [Apartment Mart](#)
Subject: Re: Questions
Date: Friday, November 26, 2021 9:17:28 AM

When implemented or voted on and passed by the public, the baseline rent was established as of 6/1/2020. Therefore, you need to use what the rent was on 6/1/2020 regardless of who the tenant was at the time. Any new tenants after that time you are limited to 5% increase of that base rent. thanks, Chuck

On Tue, Nov 23, 2021 at 3:48 PM Apartment Mart <apartmentmart1952@gmail.com> wrote:

If the new rental statutes came into effect in November of 2020, and the units in question at 59 State Street and 655 Congress Street were rented before the new rental statutes were voted into effect, does that make them exempt from the 5% rule? The majority if not all were rented before November 2020.

Thank you,
Meghan

--

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

Attachment C - Email to Mr. Rice explaining what the rent levels needed to be for the units audited in 2021.

From: [Chuck Fagone](#)
To: [Apartment Mart](#)
Cc: [Fagone, Chuck](#); [Zachary Lenhart](#)
Subject: Re: Rental increase complaint addressed
Date: Friday, November 19, 2021 12:15:45 PM

Thank you for providing the info. After reviewing:

Please keep in mind that for new tenants, you are limited to a 5% increase over the 6/1/20 rent amount. Based on this, the following units would be capped at 5% and the difference to include the number of months paid over the 5% will need to be refunded to the tenants on the following units. Please provide me with copies of checks and letters to the tenants as you did with 59 State #37

59 State Street

#43 \$1548.75 per month

655 Congress Street

#404 \$971.25
#312 \$771.35
#221 \$1044.75
#415-416 \$934.50
#725-726 \$1501.50
#212 \$745.25
#509 \$740.25
620-622 \$1102.50

In addition, for those where you believe that there was an error in what the Tenants Union provided us for a base amount, please provide documentation for what the lease amount was in June of 2020. Example, 59 State #22.

Finally, please factor in the 75 day notice on any future rent increases. Given the date of 11/19/20, if a rent increase notice was provided to a tenant today, the rent increase would have to be effective 3/1/22.

If you have questions, please advise. thanks, Chuck

Attachment D - Letter Mr. Rice sent to the city and to the tenant in unit 620 as evidence he was in compliance with HSO's requirement to lower the rent and reimburse the tenant for a rent increase violation (similar letters were sent for all tenants under this order).

TRELAWNY 657, LLC

657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021


655 Congress Street
Apartment No. 620-622
Portland, Maine 04101


Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

Yours Truly,

Geoffrey I. Rice

**Attachment E - Letter Mr. Rice sent to the tenants of unit 620 rescinding the rent decrease
HSO had ordered him to implement 10 weeks prior.**

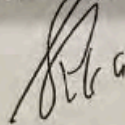
Trelawny 657, LLC
657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

March 9, 2022

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101
[REDACTED]

The rent control law passed on November 2, 2020. I have read it three times and have checked with my attorney. The law began November 2, 2020, and runs from that date forward and not before that date to occurrence that happens before November 2, 2020. I received inaccurate information from a rent board employee and that was the reason on December 14, 2021, I sent you a check of \$1,991.25 with my revised 75 day notice. I am not requesting a return of those funds. In the current 75 day notice of a rent increase on June 1, 2022, I am using the old rent at \$1,250.00. We rented your apartment on September 15, 2020, at \$1,250.00 per month to a woman who for personal reasons vacated prior to November 15, 2020. We charged you the same \$1,250.00 rental that she paid us. On the current 75 day notices that a rental increase will occur on June 1, 2022, we are using the amount of \$1,250.00 as the old rental.

Yours Truly,



Geoffrey I. Rice

Geoffrey Rice Confirmed Violations/Refunds 2021-2024

	Building	Apt #	Year	Reason	Refund
1	655 Congress	211	2021	Illegal overcharge	\$17.75
2	655 Congress	212	2021	Illegal overcharge	\$442.50
3	655 Congress	220	2021	Illegal overcharge	\$76.13
4	655 Congress	303	2021	Illegal overcharge	\$63.00
5	655 Congress	310	2021	Illegal overcharge	\$218.00
6	655 Congress	312	2021	Illegal overcharge	\$52.54
7	655 Congress	404	2021	Illegal overcharge	\$22.00
8	655 Congress	404	2021	Illegal overcharge	\$15.76
9	655 Congress	404	2021	Illegal overcharge	\$35.63
10	655 Congress	415	2021	Illegal overcharge	\$341.25
11	655 Congress	505	2021	Illegal overcharge	\$253.75
12	655 Congress	509	2021	Illegal overcharge	\$486.50
13	655 Congress	602	2021	Illegal overcharge	\$25.00
14	655 Congress	620	2021	Illegal overcharge	\$1,991.25
15	655 Congress	705	2021	Illegal overcharge	\$172.50
16	655 Congress	712	2021	Illegal overcharge	\$300.00
17	655 Congress	723	2021	Illegal overcharge	\$824.50
18	169 State	3	2022	Illegal overcharge	\$139.38
19	169 State	4	2022	Illegal overcharge	Undisclosed
20	235 Brackett	9	2022	Illegal overcharge	Undisclosed
21	235 Brackett	1	2022	Illegal overcharge	Undisclosed
22	235 Brackett	3	2022	Illegal overcharge	Undisclosed
23	235 Brackett	3	2022	Illegal overcharge	Undisclosed
24	291 Brackett	2	2022	Illegal overcharge	Undisclosed
25	45 State	2	2022	Illegal overcharge	Undisclosed
26	45 State	2	2022	Illegal overcharge	Undisclosed
27	51 State	11	2022	Illegal overcharge	Undisclosed
28	51 State	8	2022	Illegal overcharge	Undisclosed
29	51 State	12	2022	Illegal overcharge	Undisclosed
30	51 State	9	2022	Illegal overcharge	Undisclosed
31	52 Sherman	2	2022	Illegal overcharge	Undisclosed
32	52 Sherman	4	2022	Illegal overcharge	Undisclosed
33	546 Cumberland	6	2022	Illegal overcharge	Undisclosed
34	60 Grant	1	2022	Illegal overcharge	\$916.88
35	648 Forest	3R	2022	Illegal overcharge	\$355.44
36	655 Congress	403	2022	Illegal overcharge	\$22.05
37	658 Congress	304	2022	Illegal overcharge	\$2,197.13
38	658 Congress	201	2022	Illegal overcharge	Undisclosed
39	658 Congress	204	2022	Illegal overcharge	\$1,509.00
40	658 Congress	207	2022	Illegal overcharge	\$466.68

41	658 Congress	207	2022	Illegal overcharge	\$334.25
42	658 Congress	403	2022	Illegal overcharge	Undisclosed
43	658 Congress	301	2022	Illegal overcharge	Undisclosed
44	684 Congress	6	2022	Illegal overcharge	Undisclosed
45	684 Congress	9	2022	Illegal overcharge	Undisclosed
46	684 Congress	1	2022	Illegal overcharge	Undisclosed
47	684 Congress	3	2022	Illegal overcharge	Undisclosed
48	684 Congress	2	2022	Illegal overcharge	Undisclosed
49	59 State	1	2023	Illegal overcharge	\$587.13
50	59 State	2	2023	Illegal overcharge	\$752.16
51	59 State	22	2023	Illegal overcharge	\$188.04
52	59 State	23	2023	Illegal overcharge	\$3,354.86
53	59 State	24	2023	Illegal overcharge	\$4,000.00
54	59 State	31	2023	Illegal overcharge	\$807.56
55	59 State	45	2023	Illegal overcharge	\$452.41
56	59 State	62	2023	Illegal overcharge	\$1,394.36
57	59 State	63	2023	Illegal overcharge	\$250.00
58	59 State	67	2023	Illegal overcharge	\$612.96
59	59 State	69B	2023	Illegal overcharge	\$384.83
59	655 Congress	203	2023	Illegal Gas Fee	\$72.00
60	655 Congress	204	2023	Illegal Gas Fee	\$60.00
61	655 Congress	208	2023	Illegal Gas Fee	\$84.00
62	655 Congress	209	2023	Illegal Gas Fee	\$60.00
63	655 Congress	211	2023	Illegal Gas Fee	\$24.00
64	655 Congress	214	2023	Illegal Gas Fee	\$84.00
65	655 Congress	222	2023	Illegal Gas Fee	\$96.00
66	655 Congress	303	2023	Illegal Gas Fee	\$12.00
67	655 Congress	306	2023	Illegal Gas Fee	\$36.00
68	655 Congress	309	2023	Illegal Gas Fee	\$24.00
69	655 Congress	311	2023	Illegal Gas Fee	\$60.00
70	655 Congress	312	2023	Illegal Gas Fee	\$84.00
71	655 Congress	315	2023	Illegal Gas Fee	\$120.00
72	655 Congress	320	2023	Illegal Gas Fee	\$120.00
73	655 Congress	322	2023	Illegal Gas Fee	\$120.00
74	655 Congress	324	2023	Illegal Gas Fee	\$73.00
75	655 Congress	326	2023	Illegal Gas Fee	\$24.00
76	655 Congress	327	2023	Illegal Gas Fee	\$48.00
77	655 Congress	405	2023	Illegal Gas Fee	\$72.00
78	655 Congress	410	2023	Illegal Gas Fee	\$36.00
79	655 Congress	411	2023	Illegal Gas Fee	\$120.00
80	655 Congress	418	2023	Illegal Gas Fee	\$132.00
81	655 Congress	501	2023	Illegal Gas Fee	\$120.00
82	655 Congress	503	2023	Illegal Gas Fee	\$84.00

83	655 Congress	510	2023	Illegal Gas Fee	\$132.00
84	655 Congress	601	2023	Illegal Gas Fee	\$108.00
85	655 Congress	604	2023	Illegal Gas Fee	\$132.00
86	655 Congress	610	2023	Illegal Gas Fee	\$72.00
87	655 Congress	620	2023	Illegal Gas Fee	\$132.00
88	655 Congress	627	2023	Illegal Gas Fee	\$72.00
89	655 Congress	701	2023	Illegal Gas Fee	\$72.00
90	655 Congress	707	2023	Illegal Gas Fee	\$73.00
91	655 Congress	709	2023	Illegal Gas Fee	\$60.00
92	655 Congress	710	2023	Illegal Gas Fee	\$132.00
93	655 Congress	718	2023	Illegal Gas Fee	\$108.00
94	655 Congress	720	2023	Illegal Gas Fee	\$120.00
95	655 Congress	723	2023	Illegal Gas Fee	\$78.00
96	655 Congress	727	2023	Illegal Gas Fee	\$24.00
97	655 Congress	728	2023	Illegal Gas Fee	\$72.00
98	655 Congress	810	2023	Illegal Gas Fee	\$72.00
99	655 Congress	817	2023	Illegal Gas Fee	\$132.00
100	655 Congress	821	2023	Illegal Gas Fee	\$72.00
101	655 Congress	826	2023	Illegal Gas Fee	\$60.00
102	655 Congress	827	2023	Illegal Gas Fee	\$60.00
103	59 State	33	2024	Illegal overcharge	\$922.60
104	59 State	43	2024	Illegal overcharge	\$2,812.41
105	59 State	46	2024	Illegal overcharge	\$882.60
106	655 Congress	212	2024	Illegal overcharge	\$490.08
107	655 Congress	404	2024	Illegal overcharge	\$649.20
108	655 Congress	415	2024	Illegal overcharge	\$363.25
109	655 Congress	602	2024	Illegal overcharge	\$707.32
110	655 Congress	620	2024	Illegal overcharge	\$2,545.68
111	655 Congress	723	2024	Illegal overcharge	\$1,124.90
112	655 Congress	819	2024	Illegal overcharge	\$1,238.28

Total disclosed to date **\$39,347.50**



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



Oct 25, 2023

Inspection RCI-111763-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 1 at
59 State St Portland, ME

Tenant was reimbursed \$587.13 for 29 months of overpayment.

The monthly rent going forward has been set to: \$1144.59

Comments:

Initials:

A large, stylized handwritten signature or set of initials, possibly "ZL", written in black ink.

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



Sep 20, 2023

Inspection RCI-111764-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 31 at
59 State St Portland, ME

Tenant was reimbursed \$807.46 for 37 months of overpayment.

The monthly rent going forward has been set to: \$1228.29

Comments:

Initials:

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



Oct 30, 2023

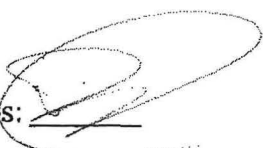
Inspection 116122-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 62 at
59 State St Portland, ME

Tenant was reimbursed \$1394.36 for 34 months of overpayment.

The monthly rent going forward has been set to: \$1646.80

Comments:

Initials: 

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



Jan 12, 2024

Inspection RCI-118314-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 602 at 655 Congress St.

Tenant(s) was reimbursed \$707.32 for 29 months of overpayment.

The monthly rent going forward has been set to: \$1,230.98

Comments:

New tenant moved in April 2023. Previous and current tenants were refunded for overpayments and rent was corrected for unit 602.

Initials:

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 52 SHERMAN ST
PORTLAND, ME

048 F010001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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 6-233, 6-234	Landlords may not charge more than base rent plus any	Landlords must reduce the rent to within the required amount and	6/24/2022

allowable increases under Sec.
6-234.

refund any excess rent collected to
any tenants who were overcharged.

Units #2 and #4. Rent increases
retro to 1/1/2021 need to be reviewed
for excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 52 SHERMAN ST
PORTLAND, ME

048 F010001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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allowable increases under Sec.
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 60 GRANT ST
PORTLAND, ME

048 D009001

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NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Unit #1. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overage refunded to the tenant.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 45 STATE ST
PORTLAND, ME

044 B030001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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(207) 756-8131

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge more than base rent plus any	Landlords must reduce the rent to within the required amount and	6/24/2022

allowable increases under Sec. 6-234. refund any excess rent collected to any tenants who were overcharged.

Unit #2. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 45 STATE ST
PORTLAND, ME

044 B030001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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City Code 6-233, 6-234	Landlords may not charge more than base rent plus any	Landlords must reduce the rent to within the required amount and	6/24/2022

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Unit #2. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 684 CONGRESS ST
PORTLAND, ME

055 E035001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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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. 14-472 of the City of Portland Code of Ordinances. You may appeal this decision by filing an appeal within 30 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.

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NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Units #1, #2, #3, #6 and #9. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.	6/24/2022

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
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PORTLAND, ME 04101
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PORTLAND, ME

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 684 CONGRESS ST
PORTLAND, ME

055 E035001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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. 14-472 of the City of Portland Code of Ordinances. You may appeal this decision by filing an appeal within 30 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 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Units #1, #2, #3, #6 and #9. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.	6/24/2022

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 546 CUMBERLAND AVE
PORTLAND, ME

047 A007001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Unit #6. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 648 FOREST AVE
PORTLAND, ME

125 M004001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Unit #3R. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages must be refunded to the tenant	6/24/2022

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any allowable increases under Sec. 6-234.

within the required amount and refund any excess rent collected to any tenants who were overcharged.

Units #1, #3 and #9. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any allowable increases under Sec. 6-234.

within the required amount and refund any excess rent collected to any tenants who were overcharged.

Units #1, #3 and #9. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Units #1, #3 and #9. Rent increases
retro to 1/1/2021 need to be reviewed
for excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Units #1, #3 and #9. Rent increases
retro to 1/1/2021 need to be reviewed
for excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 291 BRACKETT ST
PORTLAND, ME

054 F038001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Unit #2 Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenant.	6/24/2022

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 169 STATE ST
PORTLAND, ME

045 A029001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **6/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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Sincerely,

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

NAME	CODE DESCRIPTION	COMMENTS	Deadline
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City Code 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Unit #3 and #4. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.	6/24/2022
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 169 STATE ST
PORTLAND, ME

045 A029001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **6/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Unit #3 and #4. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.	6/24/2022
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Units #201, #204, #207, #301, #304
and #403. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any
allowable increases under Sec.
6-234.

within the required amount and
refund any excess rent collected to
any tenants who were overcharged.

Units #201, #204, #207, #301, #304
and #403. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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Chuck Fagone
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psf@portlandmaine.gov
(207) 756-8131

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

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any tenants who were overcharged.

Units #201, #204, #207, #301, #304
and #403. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

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(207) 756-8131

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City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any allowable increases under Sec. 6-234.

within the required amount and refund any excess rent collected to any tenants who were overcharged.

Units #201, #204, #207, #301, #304 and #403. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

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(207) 756-8131

NAME	CODE DESCRIPTION	COMMENTS	Deadline
City Code 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

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Units #201, #204, #207, #301, #304
and #403. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any allowable increases under Sec. 6-234.

within the required amount and refund any excess rent collected to any tenants who were overcharged.

Units #201, #204, #207, #301, #304 and #403. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 51 STATE ST
PORTLAND, ME

044 B041001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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CITY OF PORTLAND
Permitting and Inspections Department

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

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



Oct 11, 2023

Inspection RCI-111770-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 2 at
59 State St Portland, ME

Tenant was reimbursed \$752.16 for 24 months of overpayment.

The monthly rent going forward has been set to: \$1477.71

Comments:

Initials:

Handwritten initials, possibly "ZL", written in black ink over a horizontal line.

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



Oct 20, 2023

Inspection RCI-111781-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 22 at
59 State St Portland, ME

Tenant was reimbursed \$188.04 for 12 months of overpayment.

The monthly rent going forward has been set to: \$1600.00

Comments:

Initials: 

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



Oct 25, 2023

Inspection RCI-111776-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 44-45 at
59 State St Portland, ME

Tenant was reimbursed \$452.41 for 15.5 months of overpayment.

The monthly rent going forward has been set to: \$1241.55

Comments:

Initials:

A handwritten signature or set of initials, possibly 'ZL', written in dark ink. The signature is stylized and loops around itself.

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



Oct 25, 2023

Inspection 113925-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 63 at
59 State St Portland, ME

Tenant was reimbursed \$250.00 for 10 months of overpayment.

The monthly rent going forward has been set to: \$1669.18

Comments:

Initials:

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



Oct 11, 2023

Inspection **RCI-111768-2023** has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 67 at
59 State St Portland, ME

Tenant was reimbursed **\$612.96** for **24** months of overpayment.

The monthly rent going forward has been set to: **\$1669.18**

Comments:

Initials: _____

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



Jan 12, 2024

Inspection RCI-116917-2023 has been closed.

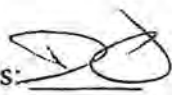
The Licensing & Housing Safety Office has reached a decision for unit 212 at 655 Congress St.

Tenant(s) was reimbursed \$490.08 for 18 months of overpayment.

The monthly rent going forward has been set to: \$902.06

Comments:

New tenant in August 2023. Notices of reimbursement provided for previous and current tenants. Current rent amount corrected for unit 212.

Initials: 



December 7, 2023

Code Case number BLDG2305814 has been closed.

The Licensing & Housing Safety Office has reached a decision for multiple units at

655 Congress St

Portland, ME

The monthly rent going forward has been set to: N/A

Comments:

Tenants received notices of reimbursement similar to the attached form. Notices were received for units:

203	321/322	627/628
204	323/324	701/702
206/208	325/326	707/708
209	327	709
211	405	710
214	410	718
222	411	720
303	501/502	723/726
306	503	727
308/309	510	728
311	601	810/811
312	603/604	817
315/317	610	821/822
320	620/622	826
		827

Initials: 

Trelawny 657, LLC
657 Congress Street
1st floor
Portland, Maine 04101
(207) 773-1814

November 22, 2023

██████████
██████████
655 Congress Street
Apartment ██████████
Portland Maine, 04101

Dear ██████████ and ██████████:

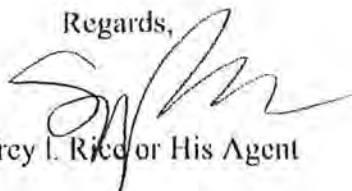
Beginning January 2023 all Tenants were asked to pay \$12.00 monthly for the usage of cooking gas. Per the Rent Board's determination made November 16, 2023, you are no longer required to pay this gas fee. We are reimbursing you for your previous payments. See below for your reimbursement amount,

January 2023	\$12.00
February 2023	\$12.00
March 2023	\$12.00
April 2023	\$12.00
May 2023	\$12.00
June 2023	\$12.00
July 2023	\$12.00
August 2023	\$12.00
September 2023	\$12.00
October 2023	\$12.00
November 2023	\$12.00

Total of \$132.00

Per our letter dated November 3, 2023, your December 2023 rent and majority of January 2024 rent have been credited to you. You can either use this credit of \$132.00 towards the remainder of your January 2024 rent or you can come to the office and we will issue a check for this amount.

Regards,


Geoffrey L. Rice or His Agent

655 Congress St

11/22/23

203	\$72.00
204	\$60.00
208	\$84.00
209	\$60.00
211	\$24.00
214	\$84.00
222	\$96.00
303	\$12.00
306	\$36.00
309	\$24.00
311	\$60.00
312	\$84.00
315	\$120.00
320	\$120.00
322	\$120.00
324	\$73.00
326	\$24.00
327	\$48.00
405	\$72.00
410	\$36.00
411	\$120.00
418	\$132.00
501	\$120.00
503	\$84.00
510	\$132.00
601	\$108.00
604	\$132.00
610	\$72.00
620	\$132.00
627	\$72.00
701	\$72.00
707	\$73.00
709	\$60.00
710	\$132.00
718	\$108.00
720	\$120.00
723	\$78.00
727	\$24.00
728	\$72.00
810	\$72.00
817	\$132.00
821	\$72.00
826	\$60.00
827	\$60.00
Total	
3,548.00	

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



Jan 12, 2024

Inspection RCI-118308-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 404 at 655 Congress St.

Tenant(s) was reimbursed \$649.20 for 12 months of overpayment.

The monthly rent going forward has been set to: \$1,232.60

Comments:

Initials: 



Jan 12, 2024

Inspection RCI-118313-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 415-416 at 655 Congress St.

Tenant(s) was reimbursed \$363.25 for 5 months of overpayment.

The monthly rent going forward has been set to: \$1,130.75

Comments:

Initials:

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



Nov 6, 2023

Inspection RCI-113324-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 620-622 at
655 Congress St Portland, ME

Tenant was reimbursed \$2545.68 for 21 months of overpayment.

The monthly rent going forward has been set to: \$1334.03

Comments:

Initials:

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



Jan 12, 2024

Inspection RCI-118315-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 723-726 at 655 Congress St.

Tenant(s) was reimbursed \$1,124.90 for 23 months of overpayment.

The monthly rent going forward has been set to: \$1,802.91

Comments:

Initials:



06/06/2024
Case Number: RCC2400010
Business License Number: 20182954

657 Congress LLC
ATTN: Sean Power
657 Congress St
Portland ME 04101

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Whom it May Concern,

The City of Portland Permitting and Inspections Department inspected the rental data for the located at 655 Congress St Unit 819 from **May 15, 2024 through June 6, 2024** 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 by **July 8, 2024**. Please be advised that penalties will be applied if the violations are not corrected by that date.

If you do not correct the attached violations by the date given, then this matter will be referred to the City of Portland Corporation Counsel for legal action, and you will be charged \$150 for re-inspection per the City's fee schedule. In the event of court action, the City may be entitled to an order to correct the violations, civil penalties in the minimum of \$100 per violation per day, costs and fees, and other relief under §1-15 of the City Code and 30-A M.R.S. §4452.

Please respond in writing via email to rentcontrol@portlandmaine.gov or send response by USPS to 389 Congress St, Portland, Maine 04101.

You have a right to appeal this decision to Superior Court within 30 days of the date of this notice pursuant to Rule 80B of the Maine Rules of Civil Procedure.

I appreciate your anticipated cooperation, and please contact our office by calling 207-874-8900 if you have any questions.

Thank you,

Adam O'Connor
Rental Registration Inspector



NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	In June of 2021 the rent for this unit was \$1,000/month. In June of 2022 the rent for this unit was increased by \$97.93 to \$1,097.93/month. The Rent Stabilization Ordinance states that rent cannot be raised within 12 months. The rent shall be reduced to \$1,097.93 and remain the charged rent until May 31, 2023. The maximum rent allowable by ordinance starting June 1, 2023 was \$1,207.72. The rent shall be reduced to \$1,207.72 until at least May 31, 2024 An overcharge in rent was calculated as \$1,238.28. Calculation contained on following page. The tenant must be made whole by reimbursing the amount overcharged Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	07/08/2024



Unit 819 Rent Control Adjustment Calculation				
Month-Year	Paid	Correction	Overpay	Notes
Oct-22	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Nov-22	\$ 700.00	\$ 602.79	\$ 97.21	
Dec-22	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Jan-23	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Feb-23	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Mar-23	\$ 1,046.91	\$ 1,097.93	\$ (51.02)	
Apr-23	\$ 1,233.53	\$ 1,097.93	\$ 135.60	
May-23	\$ 1,233.53	\$ 1,097.93	\$ 135.60	
Jun-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Jul-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Aug-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Sep-23	\$ 1,200.47	\$ 1,207.72	\$ -	Exempt - Rental Assistance
Oct-23	\$ 1,200.47	\$ 1,207.72	\$ -	Exempt - Rental Assistance
Nov-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Dec-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Jan-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	
Feb-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	Removed late fee of 96.99
Mar-24	\$ 1,241.00	\$ 1,207.72	\$ 33.28	Removed late fee of 32.45
Apr-24	\$ 1,224.48	\$ 1,207.72	\$ -	Exempt - Rental Assistance
May-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	
Total	\$ 24,021.48	\$ 22,780.94	\$ 1,238.28	



Rent Control- City of Portland <rentcontrol@portlandmaine.gov>

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

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Aug 7, 2024 at
1:04 PM

To: Rent Board <rentboard+noreply@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Dylan Orr
<dorr@portlandmaine.gov>, aoconnor@portlandmaine.gov, Rent Control- City of Portland
<rentcontrol@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

To Chair Moore,

Please see additional attached documents pertaining to our complaint to be heard on August 19. These documents pertain to both 655 Congress and 59 State Street. One is a list of all the documented cases of violations our landlord has committed in regard to rent control from 2021-2024. The second are most of the actual notices of violation he has received and/or the agreements he has made to fix said violations.

Also, we wish to amend a small portion of our original complaint to request that, should Mr. Rice be found in violation of the "substantial non-compliance" section of the ordinance, that rents be set back to December 9, 2022, the date this provision went into effect. We listed January 1, 2023 in our complaint, but this provision actually went into effect 30 days after the November 8, 2022 election.

Finally, as we are sure you are aware, our landlord was recently found, by a jury in Superior Court, to have retaliated against one of our members for their participation in this union. To that end, you can imagine that there are some members who are concerned about speaking up too forcefully. We are not sure if there is any way to protect the identities of those who testify during the public hearing on August 19, but we ask that you consider any possible means. While 22 of us signed the complaint submitted to the rent board, many, many more, as the documentation shows, have suffered from our landlord's skirting of the law.

Thank you for your attention to this matter. Please let us know if you have any questions and what you decide in regard to protecting our members from future retaliation.

TTU Steering Committee & tenants of Geoffrey Rice/Apartment Mart

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.



Trelawny Tenants' Union

RENT BOARD HEARING

**MONDAY, AUGUST 19,
2024**



WHO WE ARE

Trelawny Tenants' Union was founded to provide mutual aid and to protect our rights as tenants.

**We represent all tenants in buildings owned by Geoffrey Rice and/or managed by Apartment Mart
– 300 units at 23 properties.**



WHY WE ARE HERE

We are submitting a complaint on behalf of all tenants at 655 Congress and 59 State, pursuant to the standing granted to tenant unions under section 6-243(a) of the city code:

“Any Tenants Union shall have standing as a party to assert the rights or interests of ANY Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding ...” (emphasis added)



WHY WE ARE HERE

Our complaint centers on Mr. Geoffrey Rice's substantial non-compliance with RSO Sec 6-234(f):

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



WHY WE ARE HERE

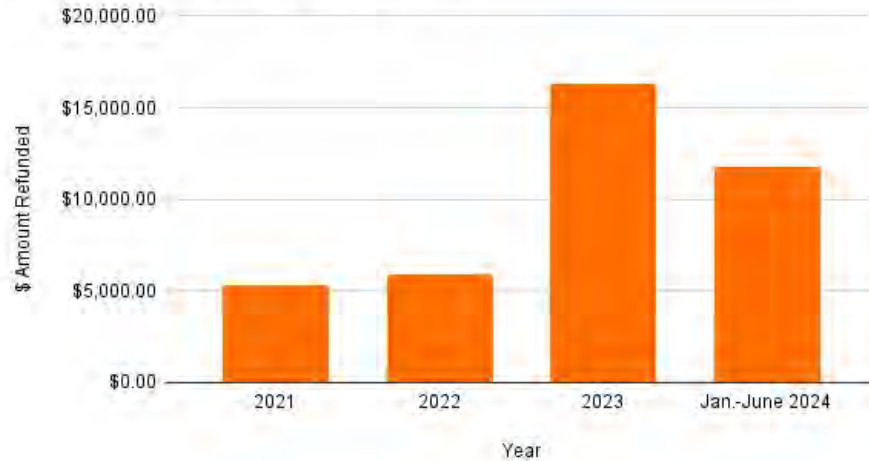
Our landlord has never been in compliance with the RSO.

- ⇒ Since 2021, Rice has been ordered to **return more than \$39,000** in overcharged rent (in just the documented cases) and has had **over 165 violations**. This does not include those that were stopped before the violation went into effect.
- ⇒ Since 2023, we've identified **about 117 violations of the RSO** which have incurred **over \$15,000 in overcharges** at 59 State and 655 Congress.

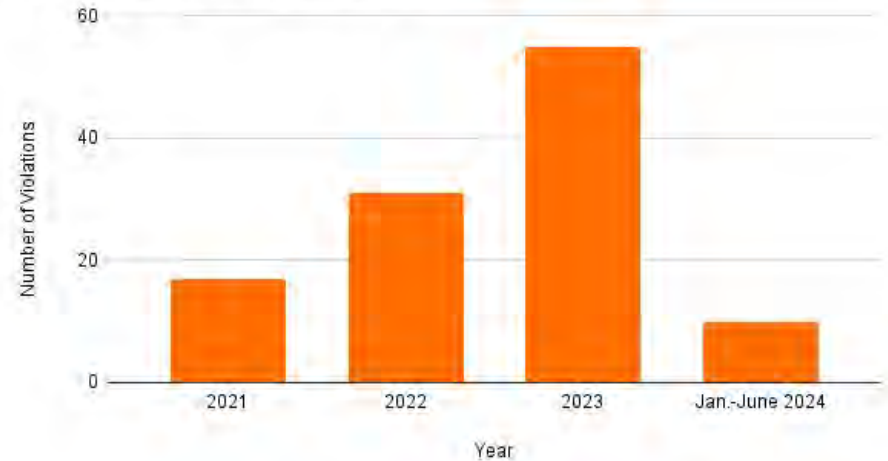


HISTORY OF NON-COMPLIANCE

\$ Amount Refunded vs. Year



Number of Violations vs. Year





2023-2024

VIC - VIOLATIONS

**From Dec. 2022 -
June 2024 78% of
units in 59
State/655
Congress have a
known violation.**

Total Known Tenants Affected by Violations

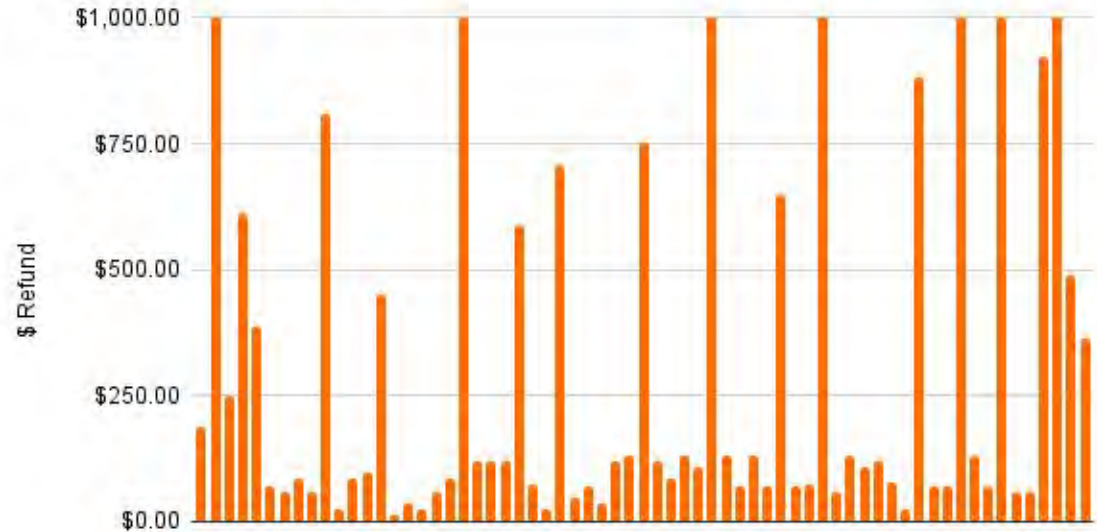


(117 of approx. 149 total units)

KNOWN OVERCHARGES BY UNIT



Known Refunds by Unit



- ⇒ **117 units**
overcharged.
- ⇒ **\$15,700 returned.**
- ⇒ **656 overpayments**
made by tenants

VIOLATION EXAMPLES



59 State Unit 23

- ⇒ Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”

(b) (7) (F) (D) (C) (A)
March 30, 2023

59 State Street
Apartment No. 23
Portland, Maine 04101

Dear [REDACTED]

Because of nonpayment of your rental according to the terms of your Lease dated April 16, 2018, your tenancy is terminated as of 7:30 AM on April 13, 2023. Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in your share of your rental in the amount of \$3,425.84 This consists of:

Rent Owed:	
June 2022 balance	\$ 19.43
March 2023	\$1,669.43
April 2023	\$1,669.43
Total	\$3,358.29
4% Late Fee	\$ 67.55
	\$3,425.84

VIOLATION EXAMPLES



59 State Unit 23

- ⇒ Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”
- ⇒ Turns out **Rice owed tenant \$3354.86 due to an illegal increase** in 2021, and the rent reset back to 1652.76

Rent	Change	Time
\$1,425.00	N/A	6/1/18
\$1,450.00	1.75%	5/1/19
\$1,460.00	0.69%	4/7/20
\$1,550.00	6.16%	5/1/21
\$1,669.43	7.71%	6/1/22
\$1,751.24	4.90%	4/1/23

We got this one corrected without having to go through HSO.

VIOLATION EXAMPLES



655 Congress Unit 620

⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.

TRELAWNY 657, LLC

657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101
[REDACTED]

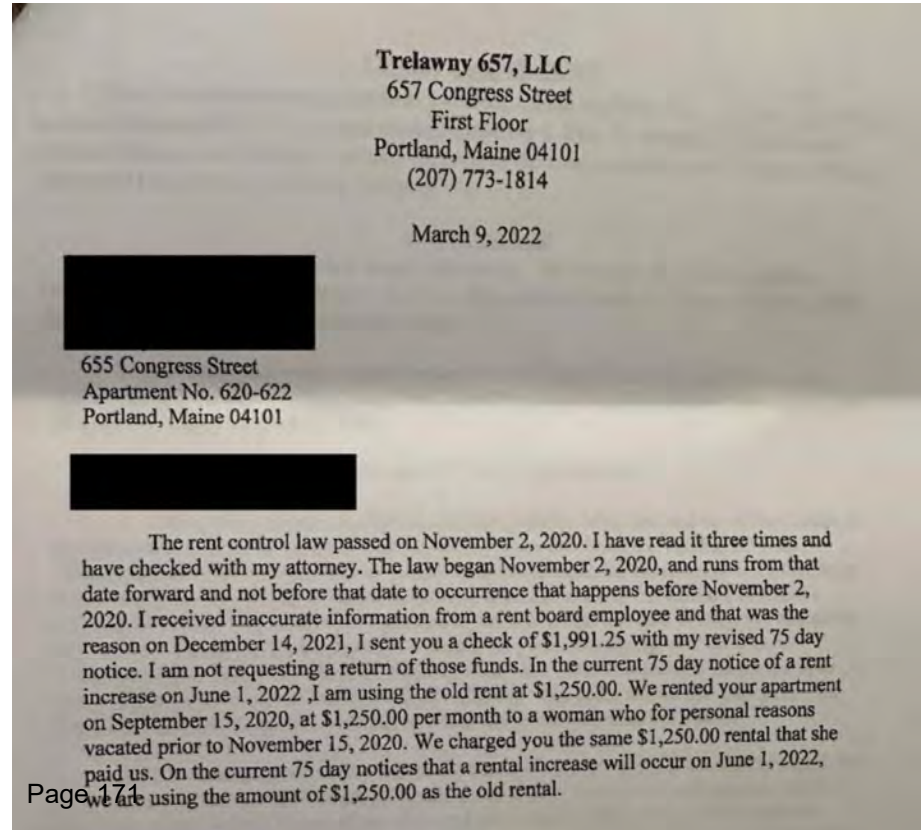
Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

VIOLATION EXAMPLES



655 Congress Unit 620

- ⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.
- ⇒ 3 months later, he **un-complies**.

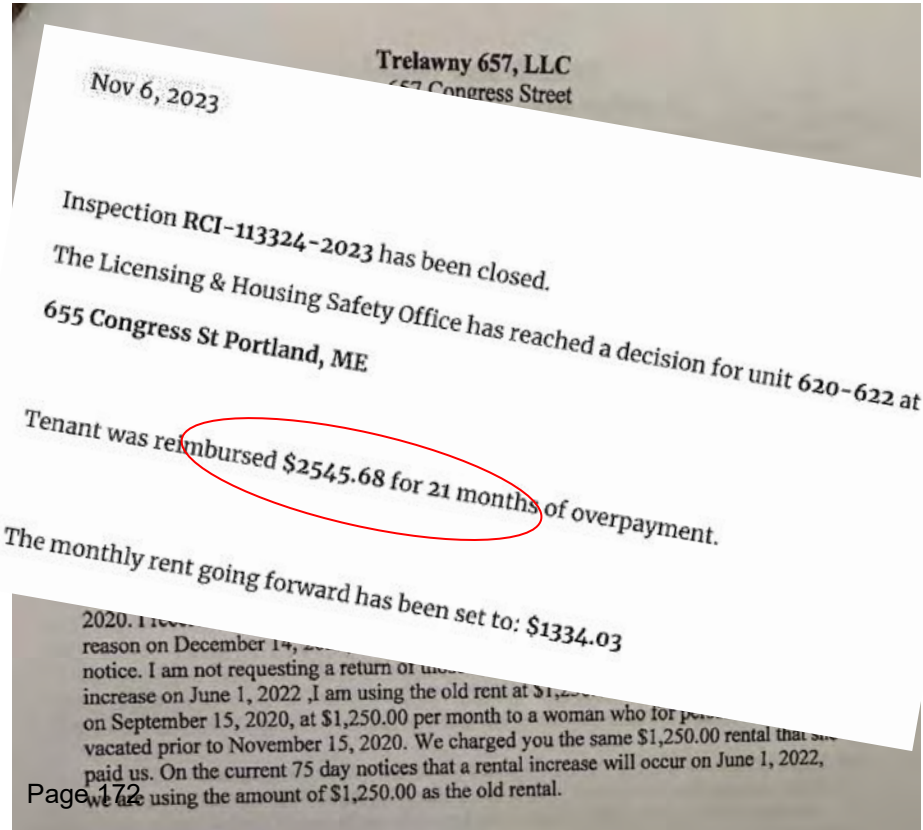


VIOLATION EXAMPLES



655 Congress Unit 620

- ⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.
- ⇒ 3 months later, he **un-complies**.
- ⇒ TTU finds out, files another complaint, HSO sent a **new NOV**



VIOLATION EXAMPLES



Between Jan. & March, 2024, we looked at 5 leases for 59 State. Four had issues (80%) and three tenants were refunded almost \$5,000.

1. Unit 8 – **Wrong base rent**
2. Unit 33 – **\$922.60 refund**
3. Unit 43 – **\$2812.41 refund**
4. Unit 46 – **\$997.62 refund (2 tenants)**
5. Unit 48 – **No issues :)**

IT'S NOT JUST 655 AND 59



These violations extend to almost every other property Rice owns.

In 2022, we submitted a complaint flagging 14 other buildings (not 59 State or 655 Congress). 11 of those buildings had illegal rent increases covering 27 units.

Building	Unit #	Jun 2020	Jan 2021	% Increase	Code Case #	Violation?
51 State	11	\$1,100.00	\$1,148.00	4.36%	BLDG2204019	Yes
	9	\$995.00	\$1,015.00	2.01%	BLDG2204019	Yes
	12	\$1,015.00	\$1,025.00	0.99%	BLDG2204019	Yes
655 Congress	9	\$655.00	\$660.00	0.76%	BLDG2204019	Yes
	304	\$865.00	\$1,050.00	21.39%	BLDG2204020	Yes
	201	\$1,121.00	\$1,308.00	16.68%	BLDG2204020	Yes
	204	\$995.00	\$1,125.00	13.07%	BLDG2204020	Yes
	207	\$645.00	\$725.00	12.40%	BLDG2204020	Yes
	403	\$650.00	\$675.00	3.85%	BLDG2204020	Yes
189 State	301	\$1,100.00	\$1,125.00	2.27%	BLDG2204020	Yes
	3	\$925.00	\$975.00	5.41%	BLDG2204021	Yes
	4	\$750.00	\$775.00	3.33%	BLDG2204021	Yes
291 Brackett	2	\$1,500.00	\$1,675.00	11.67%	BLDG2204022	Yes
235 Brackett	9	\$1,000.00	\$1,050.00	5.00%	BLDG2204023	Yes
	1	\$1,150.00	\$1,200.00	4.35%	BLDG2204023	Yes
	3	\$660.00	\$675.00	1.74%	BLDG2204023	Yes
	3	\$960.00	\$975.00	1.56%	BLDG2204023	Yes
646 Forest	3R	\$1,450.00	\$1,550.00	6.90%	BLDG2204024	Yes
546 Cumberland	6	\$1,250.00	\$1,275.00	2.00%	BLDG2204025	Yes
197 Pleasant	1	\$1,125.00	\$1,150.00	2.22%	BLDG2204026	No - based on beginning of tenancy
684 Congress	4	\$1,125.00	\$1,150.00	2.22%	BLDG2204026	No - based on beginning of tenancy
	6	\$975.00	\$1,175.00	20.51%	BLDG2204027	Yes
	9	\$1,000.00	\$1,125.00	12.50%	BLDG2204027	Yes
	1	\$1,070.00	\$1,175.00	9.81%	BLDG2204027	Yes
	3	\$1,000.00	\$1,095.00	9.50%	BLDG2204027	Yes
40 High	2	\$1,175.00	\$1,195.00	1.70%	BLDG2204027	Yes
	1	\$1,425.00	\$1,450.00	1.75%	BLDG2204028	No - based on beginning of tenancy
	3	\$1,250.00	\$1,270.00	1.60%	BLDG2204028	No - based on beginning of tenancy
45 State	2	\$1,120.00	\$1,200.00	7.14%	BLDG2204029	Yes
	2	\$1,350.00	\$1,375.00	1.85%	BLDG2204029	Yes
103 Highland	1	\$1,010.00	\$1,050.00	3.96%	BLDG2204030	No - based on beginning of tenancy
60 Grant	5	\$1,195.00	\$1,200.00	0.42%	BLDG2204030	No - based on beginning of tenancy
	1	\$565.00	\$595.00	5.31%	BLDG2204031	Yes
52 Sherman	2	\$985.00	\$1,125.00	14.21%	BLDG2204032	Yes
	4	\$1,100.00	\$1,125.00	2.27%	BLDG2204032	Yes



WHAT WE ARE ASKING

FOR

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

Our landlord was clearly "not in substantial compliance" at either 59 State or 655 Congress from Dec. 2022 through June, 2024. All rents at these properties should be rolled back to Dec. 2022 levels until Mr. Rice proves full compliance at both properties through a thorough and transparent audit.



WHAT WE ARE ASKING

FOR

⇒ Roll back the rents to the Dec. 2022

ALL Rice properties and tenants are affected

Due to the significant number of errors uncovered at these two properties, and the number of errors uncovered at a dozen other properties, we also ask the board to consider rolling back rents at all of Mr. Rice's properties to Dec. 2022 levels until Mr. Rice can prove to HSO that all units are compliant.

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by provision

obilization

increase

of this

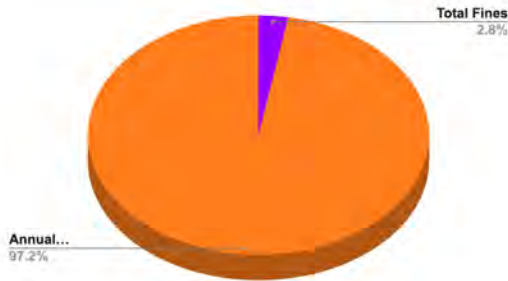


WHAT WE ARE ASKING

FOR Fines

Fine vs. Annual Landlord Rent

(Fees collected from 59 State Street and 655 Congress Street Tenants)



Similar to previous Board rulings, we believe \$100 every time an illegal rent was collected is merited. At a minimum.

Building	Apt #	Months Overcharged	FINE
59 State	1	29	\$2,900
	2	29	\$2,900
	22	12	\$1,200
	31	41	\$4,100
	45	15	\$1,500
	62	38	\$3,800
	63	10	\$1,000
655 Congress	67	24	\$2,400
	212	18	\$1,800
	404	13	\$1,300
	415-416	28	\$2,800
	602	28	\$2,800
	620-622	21	\$2,100
	723-726	24	\$2,400
Gas Fee	819	21	\$2,100
		278*	\$27,800
TOTAL			\$62,900

This fine structure comes out to \$62,900, less than 3% of what Mr. Rice takes in annually in rent from these two properties. In total, Mr. Rice collects almost \$5 million from tenants every year.



IN CONCLUSION

At first, we believed these were just mistakes. Despite our offers of help being mostly rejected, we continued to believe it was simply his incompetence at learning a new law.

But after almost four years of our landlord using lawyers and legalese to scare tenants and evictions to intimidate, it is clear that his attempts to overcharge tenants is both malicious and predatory.

We hope you will help us.



Trelawny Tenants' Union

Thank you!

We request that all documents and communications pertaining to this investigation be made public upon completion.

Re: Additional Information Requested for 59 State St and 655 Congress St Tenant's Rights Appeals

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>
To: Rent Control- City of Portland <rentcontrol@portlandmaine.gov>
Cc: Buddy Moore <buddymoore.rentboard@gmail.com>

Sat, Aug 31, 2024 at 3:03 PM

Understood. Sorry to do this, but with that timeline in mind, we would like to request that our hearing be placed on the agenda of the Sept. 25th meeting if possible. We just want to make sure we have everything the board needs for final deliberation. Please let us know if that is possible and by what day material would need to be submitted for the meeting on the 25th.

On Fri, Aug 30, 2024 at 2:27 PM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

Our office is required to provide a Notice of Public Meeting to all interested parties at least 7 days in advance of the hearing, which would fall on September 11th. The notices contain the information and materials being presented at the hearing. In order to meet the deadline, these notices must be sent via USPS by Monday, September 9th *at the latest*.

Thank you

On Fri, Aug 30, 2024 at 12:37 PM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Thank you for letting us know. Sept 6 is a little faster than we expected for having to submit additional information for a Sept 18 meeting. Is there any way we could have until Sept. 13?

Thanks.

TTU

On Thu, Aug 29, 2024 at 10:13 AM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

The tabled rent increase appeal submitted by Trelawny Tenants Union for the properties located at 59 State St and 655 Congress St has been scheduled to resume at a special Rent Board meeting on Wednesday, September 18, 2024 at 5:00 pm. The meeting will be remote and held via Zoom.

Please submit any previously requested documents or materials by **8:00 am Friday, September 6, 2024** so that any new information can be provided in the public notices being sent to interested parties.

The agenda with the Zoom link will be posted by Friday, September 13, 2024.

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

Thank you

On Mon, Aug 26, 2024 at 3:31 PM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

Please see below for the information requested by the Rent Board for the next hearing for the appeals for 59 State St and 655 Congress St. The Board will be scheduling the next hearing at the upcoming meeting on August 28th.

1) From the appellant: Any additional information regarding potential violations not included in their initial appeal submission document.

2) From the defendant: Any evidence or information regarding internal audits or any system that has been put in place to prevent overcharges in rent and/or violations of City ordinances.

3) From both the appellant and defendant: any evidence, information, or arguments they would like to provide to the Board regarding the issue of "standing."

Thank you

--

Licensing and Registration
[389 Congress Street](#)
[Portland, Maine 04101](#)
rentcontrol@portlandmaine.gov
207-874-8900

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[389 Congress Street](#)
[Portland, Maine 04101](#)
rentcontrol@portlandmaine.gov
207-874-8900

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

--

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Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

Sept 13, 2024

Portland Rent Board

Mr. Buddy Moore

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Moore,

Attached to this letter please find documents responsive to Rent Board requests made on Aug. 18 during the initial hearing of our July 3 complaint asserting the rights of all tenants at 655 Congress and 59 State regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO) as per Sec 6-234 (f). We will walk through these documents in detail and be available to answer questions at the Sept. 25 hearing.

First, a quick note on our asserting the rights of all tenants in these buildings. While we have attached a detailed memo outlining why our standing to assert these rights is irrefutable (see point one below and Attachment A), a question was raised at the last meeting, "What if a tenant came forward and did not want TTU asserting their rights?" In such an instance, we would, of course, accommodate said tenant (although we would still expect the city to protect that tenant from any uncovered violations as per the law).

However, we note for the board that no tenants have made such a request that we are aware of. Not directly to us nor directly to the rent board or HSO through written or verbal public comment. This remains true despite every tenant having been made aware of this complaint in writing at least four times (twice by us and twice by the city who has mailed notices to all tenants of our full complaint and hearing opportunities), multiple times through our online tenant union portal, and through direct conversations when knocking on doors.

In short, not a single tenant has asked that we not assert their rights, despite having multiple opportunities to do so. Therefore, we remain steadfast in demanding that the rent board rule on behalf of all tenants in these buildings, including those uncomfortable exposing themselves to the retaliation our landlord has already engaged in.

Documents attached are as follows:

- 1) In response to the rent board's request, we include a letter from attorney Ben Gaines on behalf of DSA for a Livable Portland and the Portland Tenants Union outlining why tenant unions have standing to assert the rights of any tenants whose rights have been violated under the rent stabilization ordinance. (Attachment A)
- 2) In response to the rent board's request for additional violations that may be ongoing, we include a Notice of Violation from the Housing Safety Office dated August 28, 2024 detailing an additional 46 violations at 35 units in 655 Congress Street. (Attachment B)

- 3) In response to the rent board request for evidence that our landlord is not allowing us to determine if additional violations are occurring, we include an email we sent August 27th asking to review certain leases we were told we could review. As of the date of this letter, we have received no response. (Attachment C, pasted below)
- 4) We also include a list of all units that received rent increases during the period when Mr. Rice was out of substantial compliance. These increases were “demand[ed], accept[ed] or retain[ed]” while he was substantially non-compliant in other respects, but might have been “otherwise permitted.” In many cases, the increases may have exceeded allowable levels (because Mr. Rice was grossly non-compliant), but were partially “otherwise permitted” and therefore partially governed by the Sec 6-234(f) prohibition. This is the list of tenants for whom we are asserting their rights and for whom we request you set their rents back to the verified Dec, 2022 level, with no “bank” accumulation from either year being permitted, assuming the rent on said unit has not been lowered further by HSO action due to previous violations. (Attachment D, pasted below).
- 5) Attachment E is the slide show we presented on July 18, which we officially submit for the record.

Thank you.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.

TTU Steering Committee & tenants of Geoffrey Rice

Attachment C - Communication with Mr. Rice that ended with Mr. Rice failing to allow us to review leases to determine if there were additional violations.

On Wed, Jul 3, 2024 at 1:09 PM Apartment Mart <apartmentmart1952@gmail.com> wrote:

Good afternoon,

Attached is the audit we performed for the 2 bedroom apartments at 59 State Street. The only apartment where a refund was needed was with apartment 66. This is when we were following the Cities recommendation of making a new lease when an additional tenant resided in the unit.

Best,

Sean Power

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

On Mon, Jul 8, 2024 at 12:50 PM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Sean,

Thanks for your work on this and for sending. Not sure how to proceed, but if we have questions about any of these, will we be allowed to see the actual leases? Thanks.

TTU Steering Committee

On Mon, Jul 8, 2024 at 3:02 PM Apartment Mart <apartmentmart1952@gmail.com> wrote:

Yes! If you have any questions and want to review the leases, we can arrange a time for you to come in and do so.

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

On Tue, Aug 27, 2024 at 7:32AM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Sean,

We've looked over the list and would like to review four of the apartments: units 6, 36, 63, and 66. We would also like to review unit 24/25 which was the start of this complaint. Let us know when it would be good to come down. Thanks!

TTU Steering

Attachment D - List of all units in 59 State Street and 655 Congress that received rent increases during the period when Mr. Rice was out of substantial compliance. These increases were “demand[ed], accept[ed] or retain[ed]” while he was substantially non-compliant in other respects, but *might* have been “otherwise permitted.”

59 State Street (47 units)		
Unit	Nov. 2022 Rent	Rent Increased
1	\$1,069.74	Yes
2	\$1,386	Yes
3	\$1,525	Yes
6	\$1,455.62	Yes
7	\$1,226.16	Yes
8	\$1,284	Unknown
21	\$1,200	Yes
22	\$1,528.33	Yes
23	\$1,575.56	Yes
24	\$990	Yes
25	\$990	Yes
26	\$1,565.13	Yes
27	\$1,650	Yes
28	\$1,106.21	Yes
31	\$1,147.93	Yes
32	\$1,319.81	Yes
33	\$1,775	Yes
34	\$885.50	Yes
35	\$885.50	Yes
36	\$1,726.80	Yes
37	\$1,421.72	Yes
38	\$1,137.50	Yes
41	\$1,194.97	Yes
42	\$1,512.98	Yes
43	\$1,668.13	Yes
44	\$1,194.18	Yes
45	\$1,050	Yes
46	\$1,571.39	Yes
47	\$1,512.98	Yes
48	\$1,226.16	Unknown
51	\$1,220.94	Yes

52	\$1,408.68	Yes
53	\$1,617.28	Yes
54	\$1,199.18	Unknown
55	\$1,199.18	Unknown
56	\$1,643.36	Yes
57	\$1,507.77	Yes
58	\$1,252	Yes
61	\$1,304.38	Yes
62	\$1,539.06	Yes
63	\$1,550	Yes
64	\$1,121.86	Yes
65	\$1,121.86	Yes
66	\$1,575	Yes
67	\$1,565.13	Yes
68	\$1,064	Yes
69B	\$1,324.36	Yes

655 Congress Street (102 units)		
Unit	Nov. 2022 Rent	Rent Increased
202	\$1,366.98	Yes
203	\$1,000	Yes
204	\$1,010.86	Yes
205	\$0	EXEMPT
206-208	\$1,363	Yes
209	\$1,176	Yes
211	\$884.51	Yes
212	\$849.42	Yes
214	\$812.40	Yes
215-217	\$1,050	EXEMPT
218	\$1,121	EXEMPT
220-221	\$1,144.60	Yes
222	\$787.73	Yes
223-226	\$1,475	Unknown
227-228	\$1,025	Yes
302	\$1,340.01	EXEMPT
303	\$1,100	Yes

304	\$1,016.08	Yes
305-306	\$1,158.86	Yes
307	\$980	Yes
308-309	\$1,241.63	Unknown
310	\$813.93	Yes
311	\$818.62	Yes
312	\$844.70	Yes
314	\$844.70	Yes
315-317	\$1,320	Yes
318	\$1,264.74	Yes
320	\$673	Yes
321-322	\$1,182.50	Yes
323-324	\$1,039.50	Yes
325-326	\$1,092.72	Yes
327	\$984.50	Yes
401-402	\$1,121	EXEMPT
403	\$1,042.15	Yes
404	\$1,175.02	Yes
405	\$973	Yes
406-407	\$863.50	Yes
408-409	\$1,371.85	Yes
410	\$882.20	Unknown
411	\$756.04	Yes
412-414	\$1,097.93	Yes
415-416	\$1,094	Yes
417	\$786.50	Yes
418	\$1,209.63	Yes
420	\$688.65	Yes
421-422	\$1,150.08	Yes
423-426	\$1,644.89	Yes
427-428	\$1,050	Yes
501-502	\$1,313.92	Yes
503	\$1,016.08	Yes
504	\$995.22	Yes
505-506	\$1,204.84	Yes
507-508	\$1,121	EXEMPT
509	\$848.66	Yes
510	\$813.41	Yes

511	\$852.26	Yes
512-514	\$1,320	Yes
515-517	\$1,386	Yes
518	\$1,287.02	Yes
520-522	\$1,121	EXEMPT
523-526	\$1,850	Yes
527-528	\$1,200	Yes
601	\$992.92	Yes
602	\$1,050	Yes
603-604	\$825	Yes
605-606	\$1,341.73	Yes
607-608	\$764.50	Yes
609	\$844.70	Yes
610	\$750.80	Yes
611-614	\$1,308.72	Yes
615-617	\$1,056	Yes
618	\$980	Unknown
620-622	\$1,212.75	Yes
623-626	\$1,512.50	Yes
627-628	\$1,235.71	Yes
701-702	\$1,392.16	Yes
703	\$1,068.23	Yes
704	\$1,119.67	Yes
705-706	\$1,371.85	Yes
707-708	\$1,092	Yes
709	\$787.33	Yes
710	\$745.61	Yes
711	\$984.50	Yes
712-714	\$1,209.93	Yes
715	\$1,075	Yes
717	\$921.45	Unknown
718	\$1,321.75	Yes
720	\$683.43	Yes
721-722	\$1,050	Yes
723-726	\$1,550	Yes
727	\$950	Yes
728	\$927.17	Yes
808-809	\$1,400	Yes

810-811	\$1,312.50	Yes
812	\$844.70	Yes
815-816	\$1,375	Yes
817	\$1,125	Yes
819-820	\$1,146.16	Yes
821-823	\$1,228	Yes
823-825	\$1,300	Yes
826	\$935	Yes
827	\$860.34	Yes

MEMORANDUM

TO: Members of the Portland Rent Board
FROM: Benjamin Gaines, on behalf of the Maine DSA Livable Portland Committee and the Portland Tenants Union
DATE: September 13, 2024
RE: Tenants Union Standing

As you know, at elections held in 2020, 2022, and 2023, the voters of Portland adopted, strengthened, and then protected the City's rent control ordinance, codified in Titles XII and XIII of Chapter 6 of the City Code of Ordinances. The Maine Democratic Socialists of America ("DSA") led the campaigns in support of rent control at each of those elections. The Livable Portland Committee ("LPC") was formed by Maine DSA to run the 2022 and 2023 campaigns and, among other purposes, serves to protect and monitor the enforcement of Portland's rent control ordinance. The Portland Tenants Union ("PTU") is another Maine DSA formation, begun this year, consistent with Portland City Code Sec. 6-232, as a "committee . . . of any kind, whatsoever, in which tenants participate, and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under [Chapter 6 of the Portland City Code]."

At the Rent Board's August 21 hearing regarding the complaints brought before it by the Trelawny Tenants Union ("TTU"), the Board was advised by counsel that it is "a fundamental principle of administrative law, of constitutional law that an organization's standing is limited to its membership." **This is false.** There is no

support for the advice this Board received to be found anywhere in Maine caselaw.

This memorandum will show that when it comes to standing of the parties coming before it, the Board is bound by the plain text of its governing ordinance, and that this ordinance intentionally uses crystal clear language to grant exceptionally broad standing to tenants unions bringing cases before the Board to assert the rights and interests of any or every tenant whose rights and interests have been violated.

I. Third-Party Standing in Maine

“In Maine, standing is prudential, **not constitutional.**”¹ This is because “[u]nlike the language of article III, section 2 of the United States Constitution, the Maine Constitution contains no ‘case or controversy’ requirement.”² This is black-letter law. When courts refer to standing as “prudential,” they simply mean that it is a judge-made rule, “involving the principle of judicial self-restraint by which the courts avoid interference with other branches of government.”³

One prudential rule of standing is the “*general rule* . . . that a litigant may not assert the constitutional rights of third parties.”⁴ But it is just that: **a general**

¹ *Black v. Bureau of Parks & Lands*, 2022 ME 58, ¶ 27, 288 A.3d 346 (emphasis added); see also *Collins v. State*, 2000 ME 85, ¶ 11, 750 A.2d 1257, 1261 (Calkins and Dana, JJ., concurring) (Maine standing jurisprudence is prudential, not constitutional).

² *Roop v. City of Belfast*, 2007 ME 32, ¶ 7, 915 A.2d 966.

³ *Seven Islands Land Co. v. Maine Land Use Reg. Comm’n*, 450 A.2d 475, 484 (Me. 1982) (Nichols and Wathen, JJ., concurring).

⁴ *Common Cause v. State*, 455 A.2d 1, 6 (Me. 1983) (emphasis added).

rule, not a fundamental rule, and there are “**a number of exceptions**.”⁵ At the federal level, the “the most prominent” of these exceptions recognized by the United States Supreme Court is that “Congress **may remove it by statute**.”⁶

II. Standing at the Municipal Level

Similarly, in Maine “[j]ust what particular interest or injury is required for standing purposes and the source of that requirement—whether statutory-or common law-based—varies based on the type of claims being alleged.”⁷ For instance, in the state administrative context, “[w]hether a party has standing depends on the wording of the specific statute involved.”⁸ Accordingly, at the municipal level, because standing “**depends on the language of the governing ordinance**, we must interpret and apply the relevant sections of the Ordinance.”⁹ And to be sure, “**a municipality can set its own more liberal rules. . . .**”¹⁰

Portland’s Rent Board is entirely the creation of ordinance, and it has no authority to depart from the more liberal rules of standing contained in that ordinance.

⁵ *Id.* at 7 (emphasis added).

⁶ *Warth v. Seldin*, 422 U.S. 490, 509 (1975).

⁷ *Black*, 2022 ME 58, ¶ 27 (quoting *Bank of Am., N.A. v. Greenleaf*, 2014 ME 89, ¶ 7, 96 A.3d 700, 704).

⁸ *Lindemann v. Comm’n on Governmental Ethics & Election Pracs.*, 2008 ME 187, ¶ 9, 961 A.2d 538, 542.

⁹ *Upstream Watch v. City of Belfast*, 2023 ME 43, ¶ 12, 299 A.3d 25, 30.

¹⁰ *Id.* ¶ 24.

III. Examples in Similar Contexts

There are myriad examples of parties given standing by statute or ordinance who otherwise might not satisfy prudential rules of court, but here are a few that the Board should find relevant:

- Disability Rights Maine is conferred “standing to sue on behalf of individuals with mental illness and developmental disabilities.”¹¹ This standing is rooted in statute, 5 M.R.S. § 19505(3), which grants it authority to “pursue administrative, legal and other appropriate remedies on behalf of persons with disabilities.”
- The False Claims Act, 31 U.S.C. §§ 3729-3733, like other *qui tam* statutes dating back to the founding of the republic, authorizes a private party to bring suit on behalf of the public.¹²
- The Fair Housing Act, 42 U. S. C. § 3601 *et seq.*, allows “tenants of the same [apartment complex]” to sue for monetary, injunctive and declaratory relief, even when they themselves are not the direct victims of housing discrimination.¹³
- The Town of Belfast allows any “person whose land is directly or indirectly affected by the granting or denial of a permit or variance . . . or a person

¹¹ See *Risinger v. Concannon*, 117 F. Supp. 2d 61, 69 (D. Me. 2000); see also *Doe v. Rowe*, 156 F. Supp. 2d 35, 58 (D. Me. 2001) (similarly finding standing conferred on DRM to pursue claims under Title II of the Americans with Disabilities Act).

¹² See *Vt. Agency of Nat. Res. v. United States ex rel. Stevens*, 529 U.S. 765, 768-69 & n.1 (2000)

¹³ *Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 209 (1972).

whose land abuts land for which a permit or variance has been granted.”
to bring a case before its Zoning Board of Appeals, dispensing with the
normal prudential particularized injury requirement entirely.¹⁴

Note especially, that in some cases Disability Rights Maine might be called upon to represent individuals who legally lack the mental capacity to contract for or consent to representation. And in constitutional or class action cases, it is altogether commonplace for plaintiffs to invoke the interests of and seek relief for broad groups of entire strangers.¹⁵ **None of these examples, nor any others in Maine caselaw, state that third-party standing cannot be conferred without an express request or consent from the third parties themselves.**¹⁶

One thing that the Board should be clear of is that this is **NOT** an issue of “associational standing.” Associational standing is another prudential rule that generally allows, “*in the absence of contradictory language in an ordinance, that a group may show standing if at least one member has standing.*”¹⁷ This is why, *prior to the adoption of section 6-243*, the Board recognized TTU’s power to bring a complaint on behalf of its members.¹⁸ As a prudential rule, just like the broader rule

¹⁴ *Upstream Watch*, 2023 ME 43, ¶ 16, 299 A.3d 25, 30.

¹⁵ See e.g. *Eisenstadt v. Baird*, 405 U.S. 438 (1972).

¹⁶ A hypothetical issue has been raised of a tenant who expressly opposes having TTU assert their interests, but 1) that is a policy concern for the voters who approved this ordinance, not the Board, and it has been unambiguously resolved in favor of the tenants union nonetheless being empowered to assert those interests; and 2) it is a red herring, as there is no such tenant before the Board.

¹⁷ *Upstream Watch*, 2023 ME 43, ¶ 18, 299 A.3d 25, 30-31 (emphasis added).

¹⁸ Rent Board Decision in re: 655 Congress Street, ¶ 10 (Feb. 23, 2022).

against third-party standing, **it can be overridden by statute or ordinance.**

Moreover, no one disputes whether “at least one member” of TTU has standing here.¹⁹ Rules of associational standing cannot support the advice given by the Board’s counsel.

IV. The Plain Language of the Tenants Union Standing Ordinance.

In 2022, the voters of Portland set their “own more liberal rules” for standing when they voted to amend the rent control ordinance. As you are aware, voters then approved provisions that defined the term “Tenants Union” and then created a special rule in section 6-243(a) providing that “[a]ny Tenants Union shall have standing as a party to assert the rights or interests of *any* Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before . . . the Rent Board” This provision is exactly as broad as it appears, and intentionally so.

“Read naturally, the word ‘any’ has an expansive meaning, that is, ‘**one or some indiscriminately of whatever kind.**’”²⁰ “Its ordinary meaning is ‘**all or every.**’”²¹ As an example, “the ordinary and common meaning of ‘any profit factor’ is ‘all or every profit factor’ whether it be positive, zero or negative in value.”

¹⁹ Given the nature of the ordinance actually at issue in this complaint—providing that the “landlord who is not in substantial compliance with any provision of this chapter . . . may not demand, accept, or retain any rent increase otherwise permitted”—the same findings of fact and conclusions of law pertaining to a single tenant will apply equally to every tenant in this landlord’s properties: If he has been continuously and substantially noncompliant (and the evidence before you shows that he has been) for the entirety of the period since December 8, 2022, he must refund every rent increase that he’s collected over that period.

²⁰ *United States v. Gonzales*, 520 U.S. 1.

²¹ *Nat’l Council on Comp. Ins. v. Superintendent of Ins.*, 481 A.2d 775, 779 (Me. 1984)

The ordinary meaning of this provision, resoundingly approved by Portland’s voters, is that *all or every* Tenants Union—including both TTU and PTU—have standing as a party to assert the rights of *all or every* tenant of Geoffrey Rice, not only those who sign themselves up as members or affirmatively consent to participate in this action. There is absolutely nothing in the plain language of the ordinance to suggest a more constrained reading.

The public legislative history behind this provision’s drafting and adoption both confirm its meaning and demonstrate that its purpose was threefold. *First*, in early 2022, this exact tenants union came before the Rent Board with a complaint regarding a tax rate rent adjustment that had been applied to every tenant in a building. Then, TTU was told that it lacked standing to assert the rights of other tenants who were not before the board, but the individual tenants who had signed the complaint were nonetheless permitted to present their case against the landlord together.²² The LPC then worked with TTU to pass an amendment to the ordinance to ensure that in the future they *could* bring a complaint asserting the rights of every tenant in the building.

Second, it should come as no surprise to you that for at least the first two years that this ordinance was in place, city staff in the Housing Safety Office was apparently unable or unwilling to enforce this ordinance, leaving landlords across

²² Rent Board Decision in re: 655 Congress Street, ¶ 10 (Feb. 23, 2022). Advice given by the Board’s counsel would effectively render section 6-243(a) superfluous and entirely meaningless. But the ordinance may not be read “in a manner that would render some of the language superfluous and meaningless.” *Friends of Cong. Square Park v. City of Portland*, 2014 ME 63, ¶ 10, 91 A.3d 601, 605.

the city free to ignore it and tenants to fend for themselves.²³ Tenants union standing was devised as a mechanism, using public records, to ensure accountability and enforcement of rent control, whether or not city staff wanted to sweep landlord noncompliance under the rug.²⁴ The coalition that supported rent control campaigned on this, and Portland's voters approved.

Third, during the first two years following initial passage of the ordinance, several renters were retaliated against by their landlords.²⁵ The organizers who pursued the initial rent control measure and sought to help educate tenants about their rights observed a chilling effect on tenants' willingness to stick their necks out and put their names on complaints. One member of the Board suggested at its previous meeting that fear of retaliation could not justify the broad tenant union standing that LPC deliberately and explicitly wrote into the 2022 rent control amendments, because the Board has shown that it would enforce the anti-retaliation provision contained in section 6-237(e). Respectfully, the rent control amendments adopted in 2022 contained multiple provisions designed to deter and prevent retaliation against tenants, including this one. The Board's duty is to apply the plain language of each of them.

²³ See Kay Neufeld, *182 complaints, 37 violations, 0 fines: Portland hasn't penalized a single landlord since rent control took effect*, Portland Press Herald (Jan 21, 2024), <https://www.pressherald.com/2024/01/21/182-complaints-37-violations-0-fines-portland-hasnt-penalized-a-single-landlord-since-rent-control-took-effect/>.

²⁴ In this sense, tenant union standing is not dissimilar from the standing conferred on relators under the False Claims Act, discussed above.

²⁵ See e.g. Callie Ferguson, *Portland's former mayor says he's being evicted for fighting illegal rent hikes*, Bangor Daily News (Jan. 25, 2022), <https://www.bangordailynews.com/2022/01/25/portland/portlands-former-mayor-says-hes-being-evicted-for-fighting-illegal-rent-hikes-joam40zk0w/>.

V. Conclusion

Portland tenants and tenants unions have financial interests as renters in seeing the rent control ordinance uniformly applied and the rental housing market adequately regulated, and an interest in preventing their neighbors' exploitation. Those interests are on par with—if not stronger than—the interests of abutting landowners in zoning cases or indirectly affected neighbors in fair housing cases. **There is no serious argument that the plain language of Portland's rent control ordinance does not grant broad third party standing to tenant organizations. And there is no rule, whether "fundamental" or "constitutional," that justifies discarding that plain language to deny TTU standing.**

Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Oct 23, 2024 at 11:35 AM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore,

As you are aware, on this evening's agenda is our complaint against Mr. Geoffrey Rice regarding his substantial non-compliance with rent control at two properties: 655 Congress Street and 59 State Street.

After the last meeting, we reached out to Mr. Rice's attorney, Jeremy Dean, to determine if he was interested in working with us to resolve the complaint. **While we have not reached a conclusion to those conversations, we feel adequate assurances have been made by Mr. Dean to formally ask that you table the item this evening until your next regularly scheduled meeting in November.** Should we reach an agreement prior to that meeting, we will let you know as much in advance as possible. Should these conversations not produce a clear and enforceable agreement by then, we will ask that the matter be taken up at that meeting.

Thanks for your attention to this matter. Please let us know if you have any questions. A representative from TTU will be present.

TTU Steering Committee & tenants of Geoffrey Rice

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Clerk, and Tom Baldwin.

Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Dec 18, 2024 at 4:50 PM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Ben Gaines <ben@gaines-law.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore and members of the Rent Board,

We are writing, we hope for the final time, to ask that you postpone adjudication on our July 3rd, 2024, complaint asserting the rights of all tenants at 655 Congress Street and 59 State Street. We had hoped to have the matter fully resolved at this point, but it appears we need a few more weeks. We ask that you postpone this matter until your regularly scheduled meeting on January 22, 2025, at which time, one way or the other, we hope to resolve the issues.

Thank you for your patience as we try to resolve this matter satisfactorily for the tenants. One of us will be in attendance to answer any questions.

TTU Steering Committee

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Klerk, Tom Baldwin, Max Scardino, Morgan Schmitt, and Jordan Holmes.

[Quoted text hidden]

Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Mon, Nov 18, 2024 at 8:47 AM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Ben Gaines <ben@gaines-law.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore,

In following up on the negotiations with Mr. Rice regarding our substantial non-compliance complaint, we are pleased to report that significant progress has been made toward a viable resolution. To that end, we are writing to ask that the hearing scheduled for this evening be postponed to your next regularly scheduled meeting. Our hope is that the aforementioned resolution will be formalized and executed sufficiently by your December meeting, in which case we would formally withdraw our complaint. If not, we will ask that our complaint be heard and adjudicated at that meeting.

Thank you and please let us know if you need any more details from us. A TTU member will be present at tonight's meeting to answer any questions.

TTU Steering Committee & tenants of Geoffrey Rice

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Clerk, and Tom Baldwin.

[Quoted text hidden]



Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

May 12, 2025

Portland Rent Board

Mr. Matt Lax

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Lax,

Pursuant to the standing granted to tenant unions under section 6-243(b) of the city code, we submit this additional information to the Rent Board on behalf of all tenants at 655 Congress and 59 State regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO), as per Sec 6-234 (f).

Additional Notices of Violation and Prosecutions Since We Filed This Complaint

On August 19, 2024, at the initial hearing for this matter, the attorney for Mr. Rice testified that the rent board should throw out our complaint because Mr. Rice's compliance issues had been resolved. And, we quote,

"The union, it appears to me, cannot show a current problem. There is no current lack of compliance. There's nothing wrong right now." Jeremy Dean (3:26:30)

Within 10 days of that testimony, Mr. Rice received the first of 13 additional Notices of Violation – spanning from August 28, 2024 to March 25, 2025 – in 13 different buildings, impacting dozens of units, and hundreds of tenants.

Not only was he issued these notices, not a single one has been satisfied. Indeed, all 13 of those NOV's remain out of compliance and 12 have been referred for prosecution (the 13th is also in court, as Mr. Rice has requested multiple motions asking for more time to resolve its violations, which he has yet to do).

Beyond the naivete of Mr. Rice's attorney, Mr. Rice's hostility to following the law and coming into compliance is unprecedented, without remorse, and must be stopped.

The current outstanding NOV's (links to documentation in left column) filed against Mr. Rice:

Geoffrey Rice Notices of Violation in last 9 months

Building Address	Date of NOV	Date of Req. Compliance	Days Overdue*
 655 Congress St ...	8/28/2024	9/25/2024	245
 197 Pleasant NO...	11/19/2024	12/17/2024	162
 60 Grant NOV & ...	11/20/2024	12/18/2024	161
 51 State NOV & O...	12/11/2024	1/8/2025	140
 52 Sherman St N...	12/12/2024	1/9/2025	139
 656 Congress NO...	12/18/2024	1/15/2025	133
 45 State NOV & O...	12/19/2024	1/16/2025	132
 103 Highland NO...	12/20/2024	1/17/2025	131
 684 Congress St ...	1/3/2025	1/31/2025	117
 546 Cumberland ...	3/25/2025	4/22/2025	36
 235 Brackett St N...	3/25/2025	4/22/2025	36
 169 State St NOV ...	3/25/2025	4/22/2025	36
 40 High St NOV &...	3/25/2025	4/22/2025	36
*by the date of RB hearing	Total Days Overdue		1504
	Total Average Days Overdue		116

Please be sure to note that 655 Congress is on this list. The NOV, dated August 28, just days after our initial hearing, includes 47 additional violations on 35 units, covering over 100 tenants. All of these were revealed after our initial complaint and have yet to be rectified.

Additionally, please know that Mr. Rice continues to violate rent control in numerous ways at both properties. One example is a recent [letter](#) sent to a tenant at 59 State demanding back rent for a rent increase that had been [repealed](#) and increasing the rent again with no new 90-day notice. We do not know the extent of additional violations at 59 State Street because the City has yet to audit that property, but based on his record from audits of other properties (13 of 14 audited had violations), we expect the violations are extensive.

We tried

We want to make it clear to this board, as we have in the past, we have tried very hard to work with Mr. Rice to help him come into compliance. We tried to work with him in 2021, before you first ruled against him for overcharging tenants in 2022. We tried again in 2023, before you again ruled against him for imposing an illegal fee. This effort is no different.

As you know, we agreed to postpone this matter last fall because Mr. Rice agreed to work with us. Not only did he agree to work with us, we reached what we continue to believe was a completed settlement agreement on Nov. 12, 2024. That settlement would have reduced rents, forfeited banked rent, required Mr. Rice make a donation to the union in lieu of fines, and provide access to tenant files so we could help him come into compliance more fully. Indeed, because Mr. Rice acknowledged that it was likely this board would find him in substantial non-compliance, he agreed to settle to terms almost identical to those requested here.

Unfortunately, on March 31, 2025, after the agreement had been drafted and after delaying for months—but not before he began performance under the agreement by rolling back the new (and illegal, per this complaint) 2025 rent increases—Mr. Rice walked away from signing the final settlement. That is why we are here today seeking relief from this board.

Asserting the Rights of Tenants

Please note, in regard to the issue of our asserting the rights of all tenants, we have communicated directly with every current tenant in both buildings and, as of the date of this letter, not a single tenant has asked that we not assert their rights in this matter. In addition to the notice of this hearing that was individually mailed to each affected tenant, we have also delivered notice from the union to every tenant in both buildings, just as we have for the past hearings on this matter. Indeed, as you see below, many more have signed on to the complaint than in the past, despite the clear risk of retaliation. Many, many more have understandably chosen to remain anonymous.

Precedent on Banked Rent

As you know, we are asking the board to disallow Mr. Rice from retaining banked rent during the period of his substantial non-compliance (from December, 2022 through present). Since our original complaint, the rent board has published two rulings setting precedent for this request.

"The Board concludes that the Landlords are not entitled to bank the Allowable Increase Percentages to which they would otherwise be entitled in 2023 and 2024 as a result of the Landlord's substantial noncompliance with the RSO." **Portland Rent Control Board decision 44 Dirigo Street, 9/26/24**

"As a result [of the substantial non-compliance], the landlords are not entitled to retain and bank the Allowable Increase Percentages, to which they otherwise would have been entitled." **Portland Rent Control Board decision 36 Sawyer Street, 6/3/24**

Enhanced Fines

As Mr. Rice wasted 6 months of everyone's time, and due to his egregious disregard for rent control, we are requesting enhanced fines from what we requested in our original letter.

In our original letter, we requested \$100 per occurrence, the minimum allowed by the law. However, please note that Chapter 1 allows for fines from \$100 to \$500 per day. Chapter 6 allows for a minimum fine of \$200 going anywhere up to \$2,500 per day.

To that end, we are requesting that you issue fines amounting to \$250 per occurrence. Not the maximum allowed by a long shot, but an amount that makes clear his behavior is unacceptable and that he must begin taking the law seriously.

Please note that this is the third time Mr. Rice has been brought before your board, after more than 20 violation notices over the past four years, and he has never had to pay a single dollar in fines. This board did fine him \$15,350 in 2022, at the standard rate of \$100 per occurrence, but the city failed to collect those damages, [claiming](#) that Mr. Rice was “cooperating” and giving him “the benefit of the doubt.”

That benefit must be abolished at this point.

Additionally, please also note that our landlord nets almost half a million dollars a year between these two properties and the above fine is below one month's rent between the two properties. We feel this is a fair penalty for Mr. Rice's non-compliance. Nothing yet has forced him to comply. ***We feel a fine of this level may finally force him to correct his behavior.***

So, where does that leave us

In a nutshell, we are right where we started. Based on the evidence we provided in our original complaint, the presentation we made to the Rent Board, the follow-up documentation we provided, and the additional evidence of this letter, ***we ask that Mr. Rice be found in substantial non-compliance of rent control and that:***

- 1) ***Rents in these two buildings get rolled back to Dec. 2022, or their most recent compliant level, whichever is earliest, consistent with your past rulings.***
- 2) ***All banked rent from Dec. 2022 in these two buildings, be forfeited until he is in full compliance, consistent with your past rulings.***
- 3) ***Fines are levied against Mr. Rice for no less than \$107,750 for 655 Congress Street and \$49,500 for 59 State Street, a fine of \$250 per occurrence due to the egregious nature of Mr. Rice's refusal to comply.***

Thank you for your immediate attention to this matter. We request that all documents and communications pertaining to this investigation be made public upon completion.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Klerk, Tom Baldwin, Max Scardino, Morgan Schmitt, Jordan Holmes, William Maul, Rachael Bundy, Brendan Glavin, Nick Maloney, Wilhelmina Scherer, Ryer Spann, Terrance Barden, and Gregory Bussier.

TTU Steering Committee & tenants of Geoffrey Rice

59 STATE, LLC
657 Congress Street
First Floor
Portland, ME 04101
(207) 773-1814

April 8, 2025

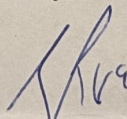
[REDACTED]
59 State Street
Apartment #69B
Portland, ME 04101

RE: Shortfall from Rent Increase

Dear [REDACTED]

According to the Lease Agreement you signed on December 3, 2024, your rental price increased **January 1, 2025**, to **\$1,602.48**. Your January through April rent checks were each short by \$145.68 for a total of **\$582.72** ($\145.68×4) overdue. Please add this amount to your May 2025 rent check for a total amount of **\$2,185.20** ($\$1,602.48 + \582.72). Thank you.

Yours truly,



Geoffrey I. Rice or His Agent

Jeremy W. Dean
Attorney at Law

P.O. Box 4391, Portland, Maine 04101 | 207-805-2088 | jwdean@jwdlegal.com

December 12, 2024

**TO ALL TENANTS OF
655 CONGRESS STREET
&
59 STATE STREET**

RE: Notices of rent increases and new leases

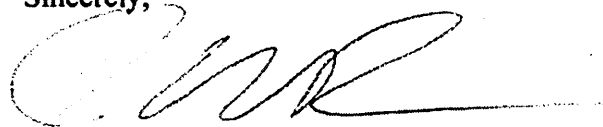
Dear all,

I am the attorney representing your landlord, Geoffrey Rice in negotiations with the Trelawny Tenants' Union and the City of Portland. These talks are aimed at resolving alleged violations of the City's Rent Control Ordinance.

I am aware that many of you have received rent increase notices for 2025, some including letters requiring you to sign new leases or lease amendments. At this time, you do not need to take any action in response to these communications and may disregard these notices. Until you receive further notice, your current rent and the terms of your current lease remain in effect.

When the Union and your landlord have finalized their agreement, you will receive a follow-up letter or letters that clearly state the results of the settlement negotiations and their effect on you, which will likely include rent decreases, refunds that are owed to you, and/or any future rent increases to be applied to your unit after the appropriate notice periods have elapsed.

Sincerely,



Jeremy W. Dean
Maine Bar No. 5964

Licensed to practice in all Maine State Courts, US District Court for the District of Maine, and the US Court of Appeals for the First Circuit



Dylan Orr <dorr@portlandmaine.gov>

Tenant comment for Wednesday hearing re Trelawny Tenants Union v. Rice

1 message

Ollie Maul <olliemaul@gmail.com>
To: rentboard@portlandmaine.gov

Mon, May 26, 2025 at 10:16 PM

Hi,

I am a current tenant at 59 State Street and I would like to contribute this comment for Wednesday's hearing:

As a tenant of 59 State Street, I find Mr Rice's repeated disregard for city rent control policy to be a disgrace and a blatant abuse of his authority as a landlord. As such, I support the Trelawny Tenants Union's course of action and urge the board to fine Mr Rice and enforce corrective action to bring him back into compliance. Thank you.

-William O. Maul



Trelawny Tenants Union

RENT BOARD HEARING

WEDNESDAY, May 28, 2025



PRESENTATION SECTIONS:

1: Who We Are

2: Why We Are Here

3: Case Studies

4: What We Want

5: Conclusion



1: Who We Are



WHO WE ARE

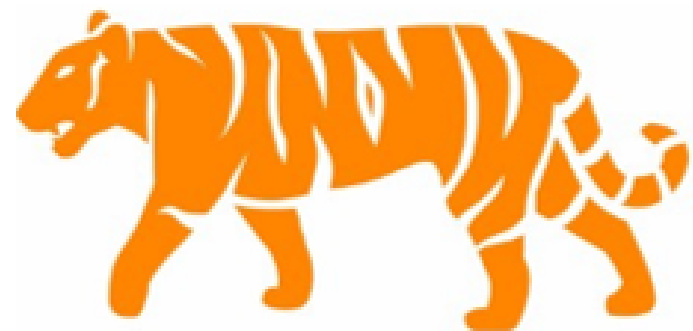
Trelawny Tenants' Union was founded to **provide mutual aid** and to **protect our rights as tenants**. We speak on behalf of tenants in buildings owned by Geoffrey Rice and/or managed by Apartment Mart – 300 units at 23 properties.



WHO WE ARE

We are submitting a complaint on behalf of all tenants at 655 Congress and 59 State, pursuant to the standing granted to tenant unions under section 6-243(a) of the city code:

“Any Tenants Union shall have standing as a party to assert the rights or interests of ANY Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding ...” (emphasis added)



WHO WE ARE

Our complaint centers on Mr. Geoffrey Rice's substantial non-compliance with RSO Sec 6-234(f):

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



2: Why We Are Here



WHY WE ARE HERE

Our landlord knowingly and egregiously violates rent control.

He has literally, *never* been in compliance from 2020 to today.

- From what we already know, among many of his properties Rice has **over-charged tenants at least \$330,000** (in *just* the documented cases we know about) and has had more than **230 violations** from 2020–2025.



WHY WE ARE HERE

At 59 State and 655 Congress *at least* 164 violations have been uncovered and documented, covering every year, which has resulted in **well over \$170,000 in overcharges.**



WHY WE ARE HERE

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"The union, it appears to me, cannot show a current problem. **There is no current lack of compliance.** There's nothing wrong *right now.*"

~3:26:30

*"There's no new violation. No new problems. No new trouble. He has repaid all of the funds. [...] He is **entirely** in compliance with the ordinance."*

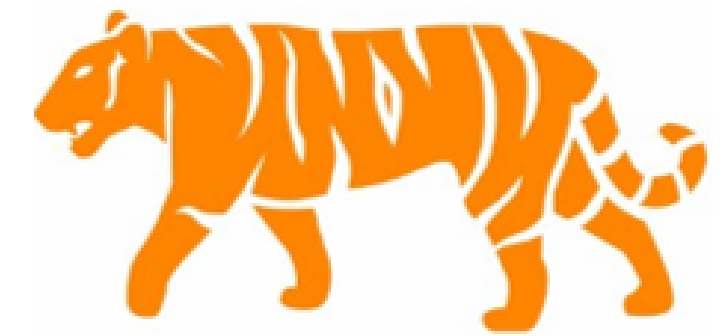
~3:08:00–3:09:00

WHY WE ARE HERE

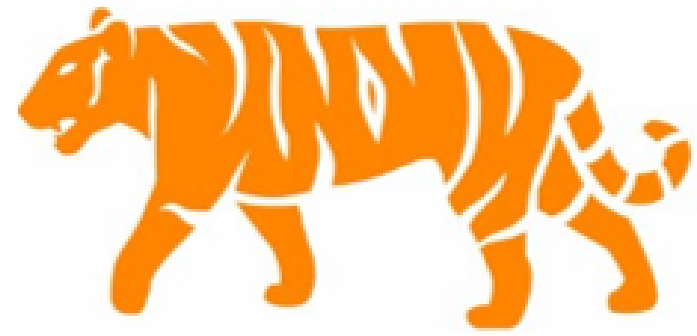


Geofrey Rice Notices of Violation in last 9 months

Building Address	Date of NOV	Date of Req. Compliance	Days Overdue*
655 Congress	8/28/2024	9/25/2024	245
197 Pleasant	11/19/2024	12/17/2024	162
60 Grant	11/20/2024	12/18/2024	161
51 State	12/11/2024	1/8/2025	140
52 Sherman	12/12/2024	1/9/2025	139
656 Congress	12/18/2024	1/15/2025	133
45 State	12/19/2024	1/16/2025	132
103 Highland	12/20/2024	1/17/2025	131
684 Congress	1/3/2025	1/31/2025	117
546 Cumberland	3/25/2025	4/22/2025	36
235 Brackett	3/25/2025	4/22/2025	36
169 State	3/25/2025	4/22/2025	36
40 High St	3/25/2025	4/22/2025	36
*by the date of RB hearing	Total Days Overdue		1504
	Total Average Days Overdue		116



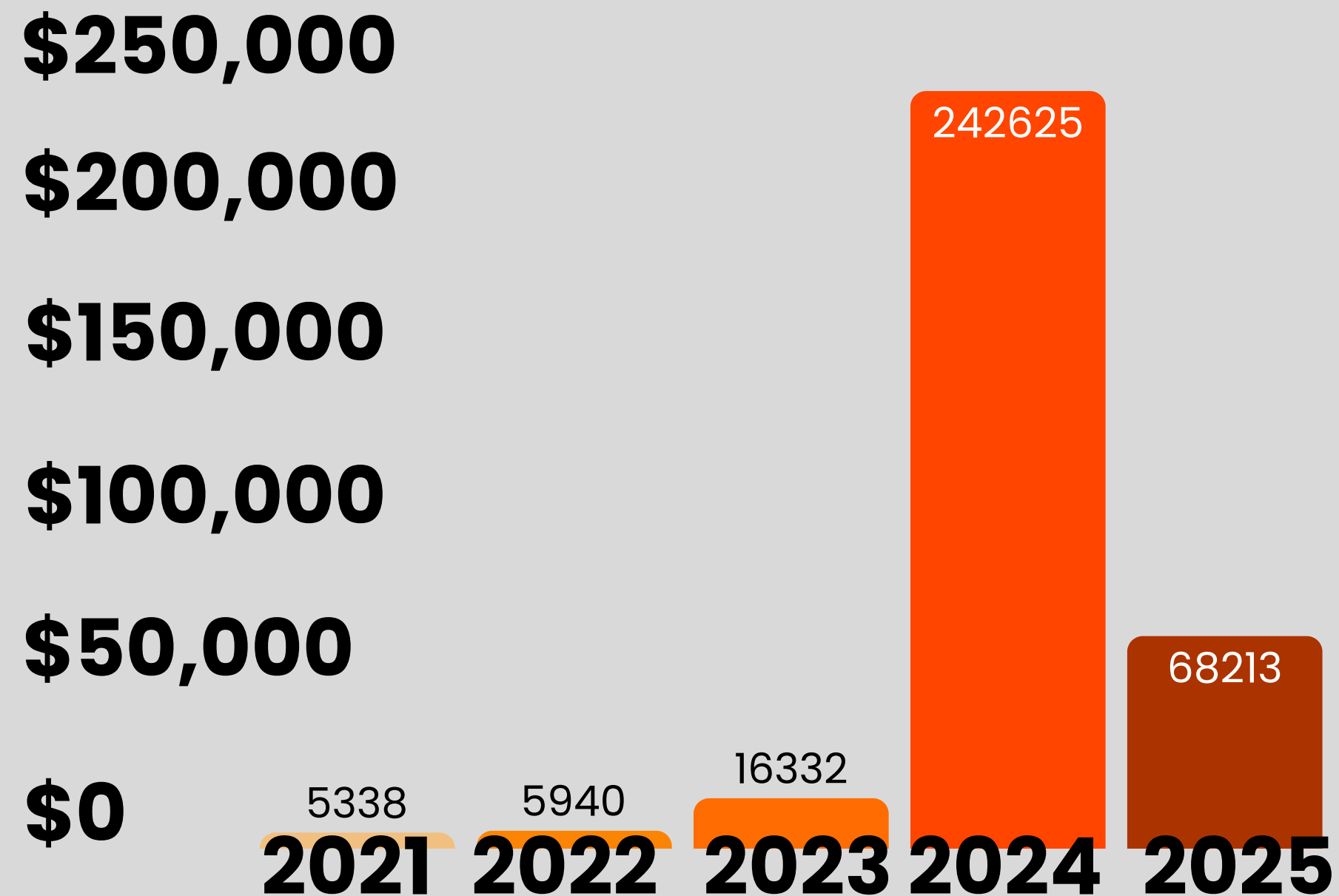
Since our complaint last summer, our landlord has received **13 additional notices of violation**, *none* of which have been complied with. 12 of which have been referred for prosecution.



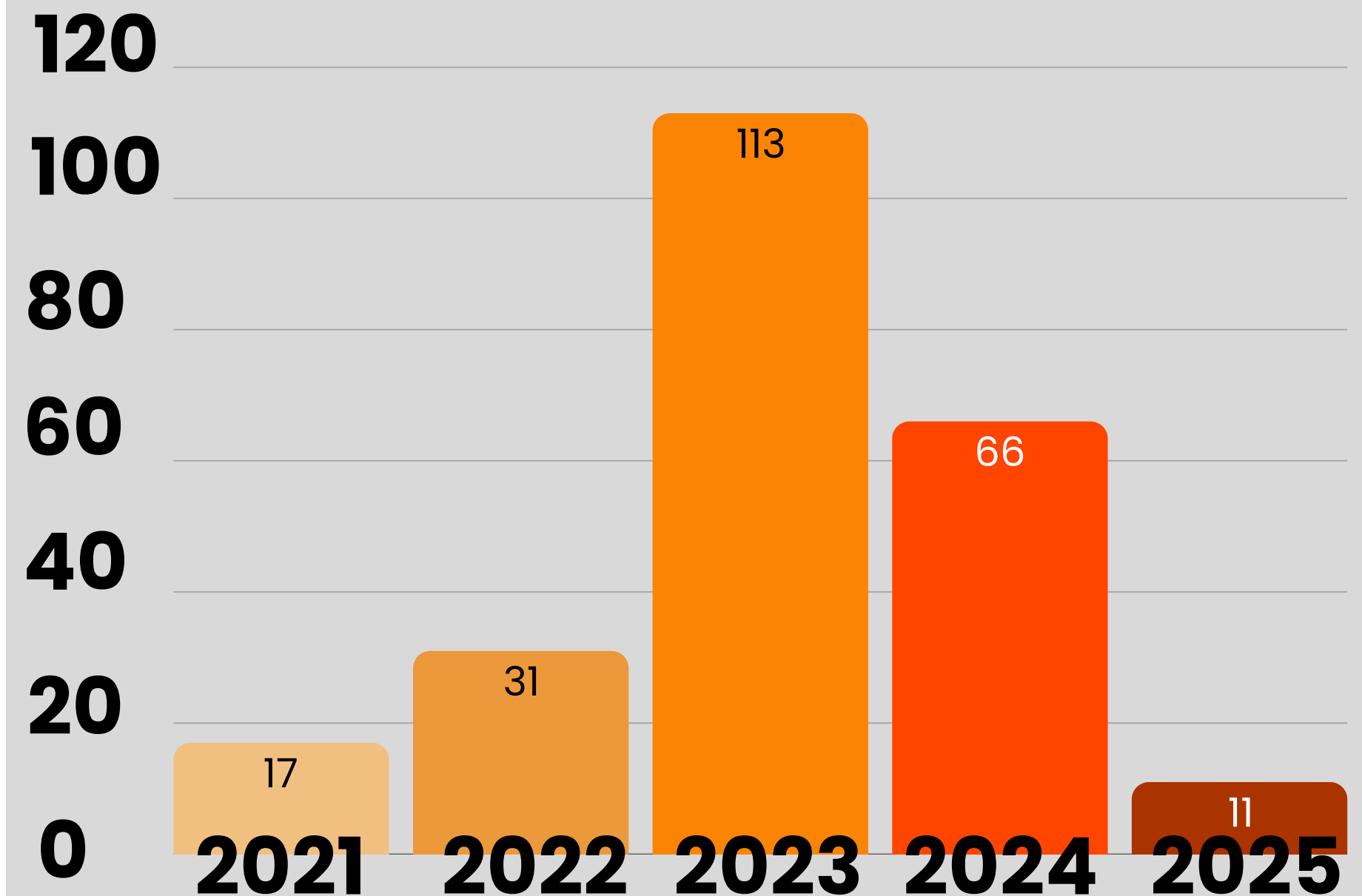
WHY WE ARE HERE

History of Non-Compliance

\$ Amount Owed per Year



Violations *Identified* per Year





WHY WE ARE HERE

Violation Spread

From Dec. 2022 –
March 2025, **78%** of
units in 59 State &
655 Congress had ***at
least one known
violation.***

Total Known Tenants Affected



(117 of approx. 149 total units)



3: Case Studies

CASE STUDIES



VIOLATION EXAMPLE 1

59 State Unit 23

- Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”

(207) 775-1014
March 30, 2023

[REDACTED]
59 State Street
Apartment No. 23
Portland, Maine 04101

Dear [REDACTED]

Because of nonpayment of your rental according to the terms of your Lease dated April 16, 2018, your tenancy is terminated as of 7:30 AM on April 13, 2023. Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in your share of your rental in the amount of \$3,425.84 This consists of:

Rent Owed:	
June 2022 balance	\$ 19.43
March 2023	\$1,669.43
April 2023	\$1,669.43
Total	\$3,358.29
4% Late Fee	\$ 67.55
	\$3,425.84

Page 223

CASE STUDIES



VIOLATION EXAMPLE 1

59 State Unit 23

- Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”
- Turns out **Rice owed tenant \$3354.86 due to an illegal increase** in 2021, and the rent reset back to 1652.76

Rent	Change	Time
\$1,425.00	N/A	6/1/18
\$1,450.00	1.75%	5/1/19
\$1,460.00	0.69%	4/7/20
\$1,550.00	6.16%	5/1/21
\$1,669.43	7.71%	6/1/22
\$1,751.24	4.90%	4/1/23

We got this one corrected without having to go through HSO.

Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints.

TRELAWNY 657, LLC

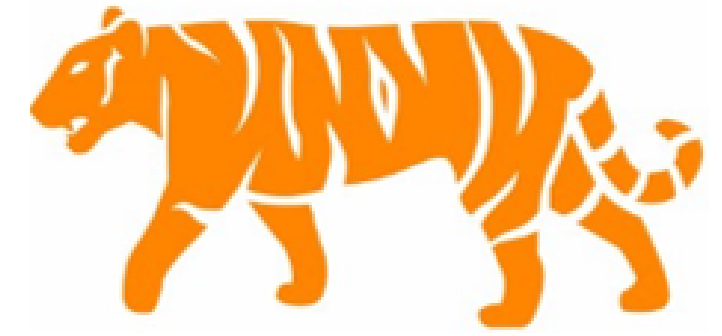
657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101
[REDACTED]

Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

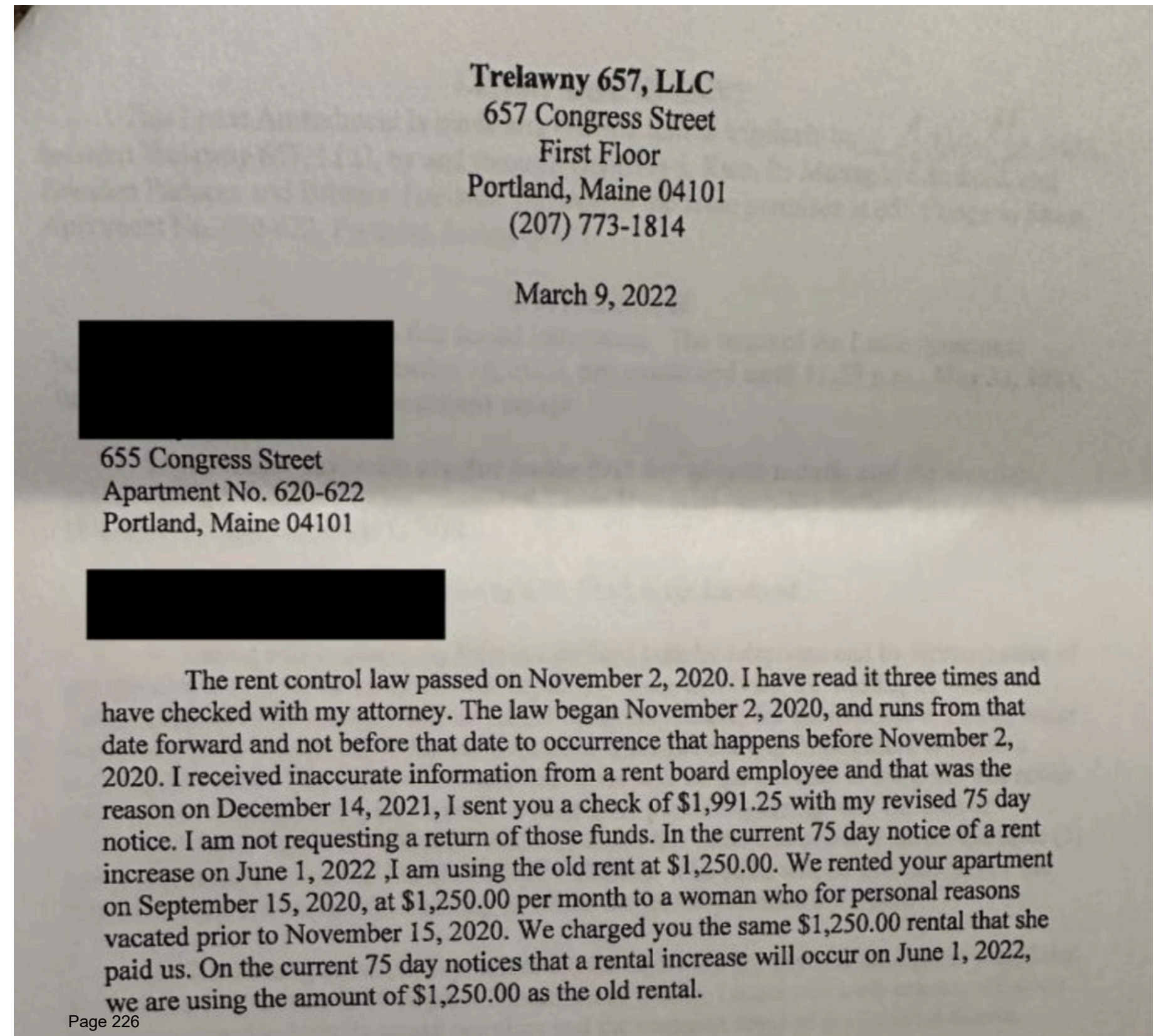
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints.
- 3 months later, he **un-complies**.



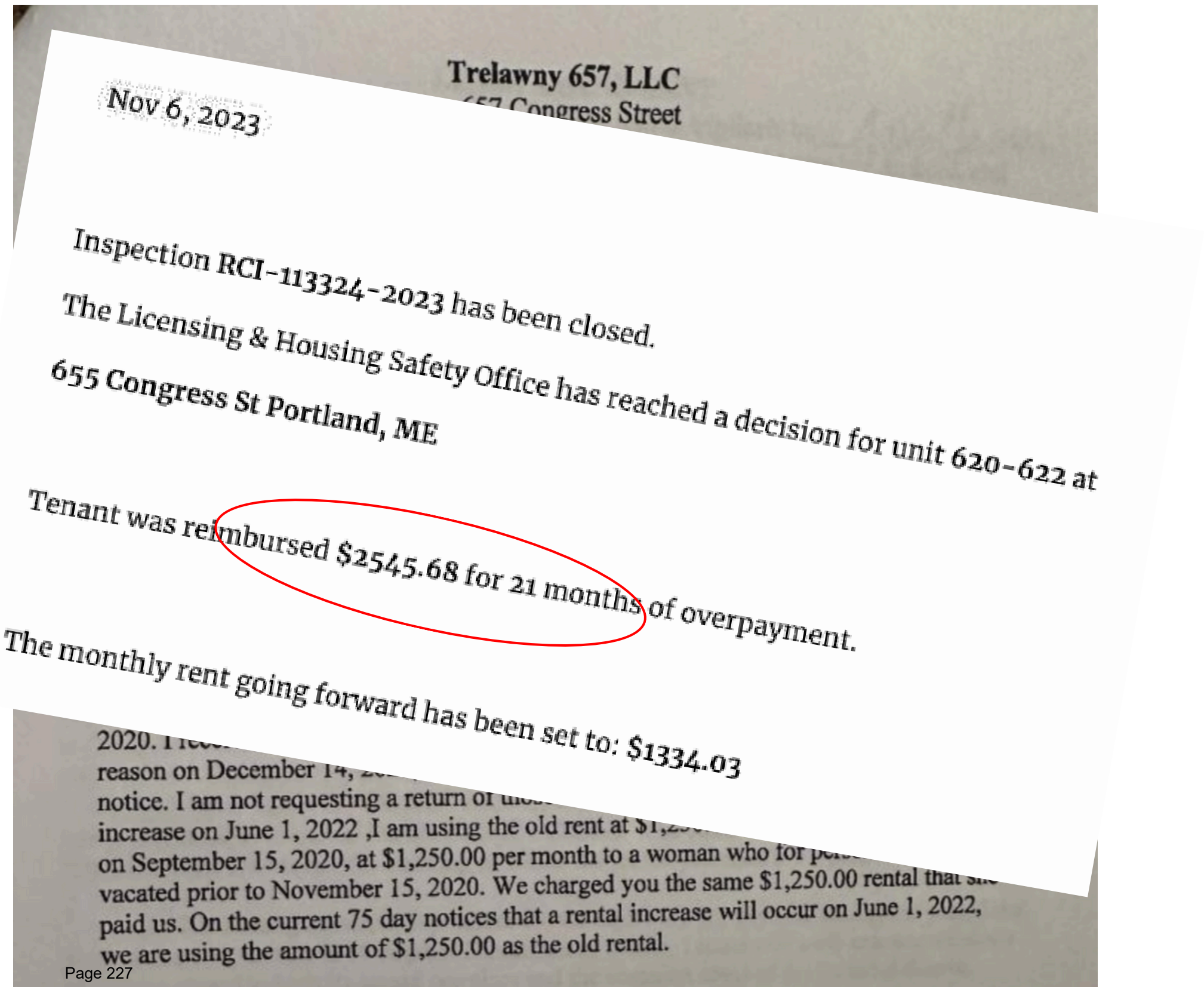
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints and he did.
- 3 months later, he **un-complies**.
- TTU finds out, files another complaint



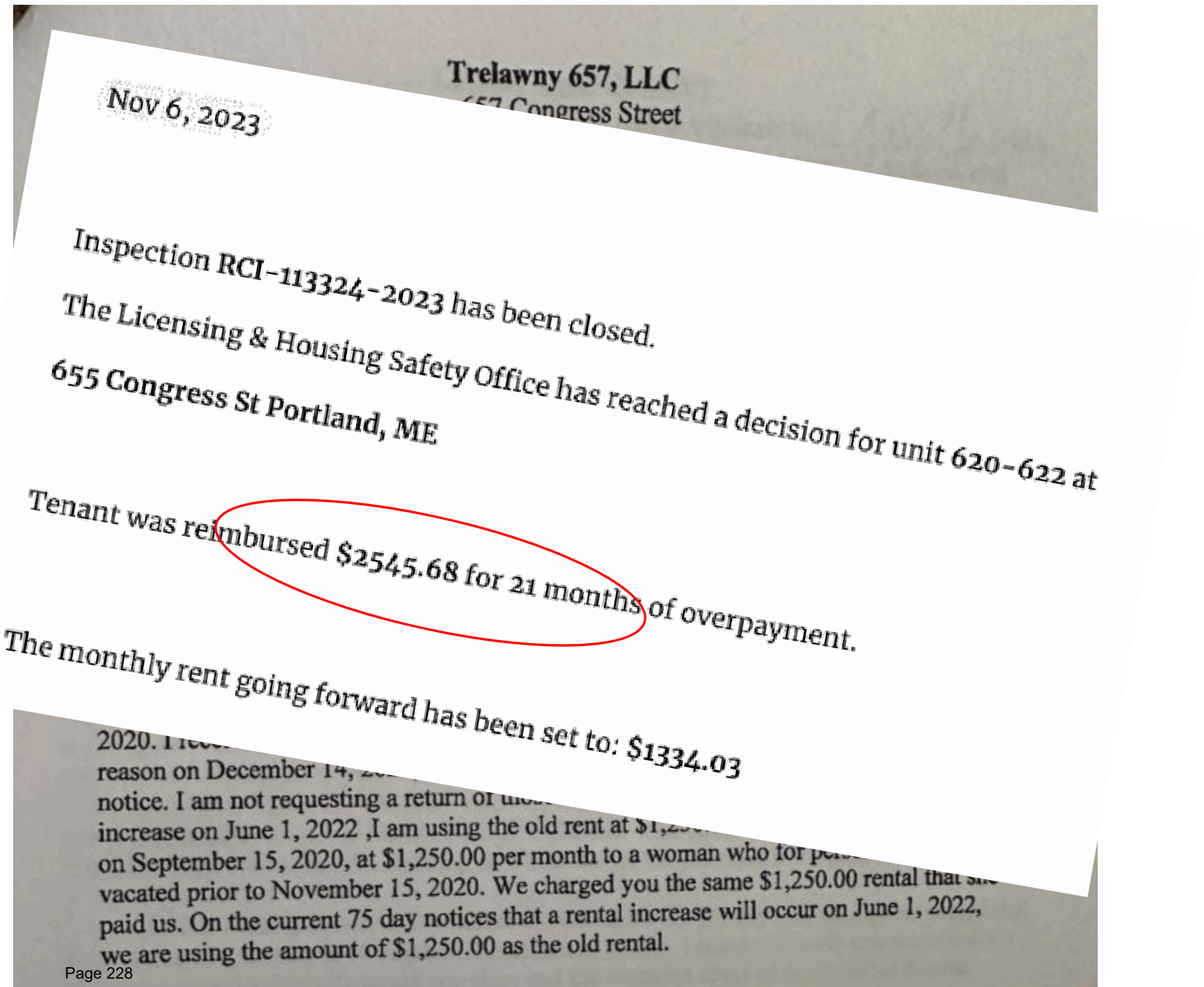
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice is **ordered by the city to fix** the rent on this unit based on one of our complaints and he did.
- 3 months later, he **un-complies**.
- TTU finds out, files another complaint
- HSO sent a **new NOV**



Case Studies



VIOLATION EXAMPLE 3

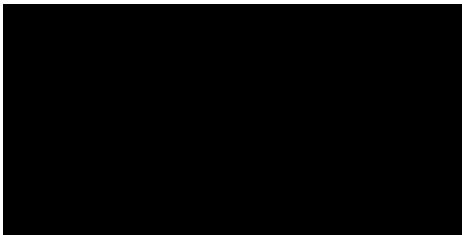
655 Congress Unit 819

- Rice sent an eviction notice to a tenant for underpayment.

You are delinquent in the amount of \$811.23

Trelawny 657, LLC
First Floor
657 Congress Street
Portland, Maine 04101
(207) 773-1814
March 14, 2024

[Redacted]
655 Congress Street
Apartment [Redacted]
Portland, Maine 04101



Dear [Redacted]

Because of nonpayment of your rental according to the terms of your Lease dated August 15, 2020, your **tenancy is terminated as of 7:30 AM on March 22, 2024.** Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in the amount of \$811.23 This consists of:

Rent Owed	
Balance of March 2024 rent	\$ 811.23
Total	\$ 811.23

If payment is made on or after March 16, 2024 then there is an addition of late payment fee of

4 % late fee	\$ 32.45
which would make your total owed	\$ 843.68



Case Studies

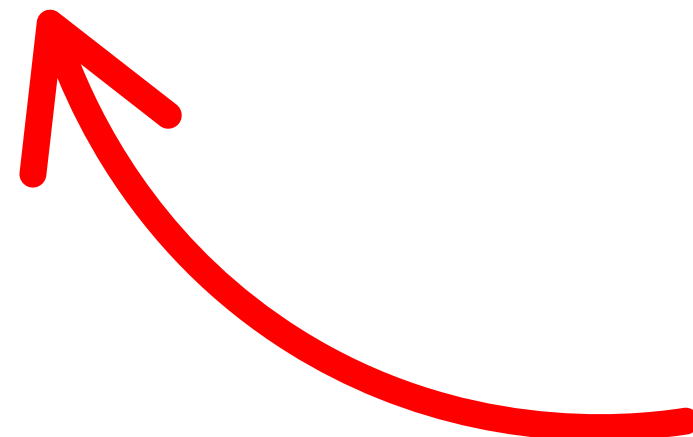


VIOLATION EXAMPLE 3

655 Congress Unit 819

- Rice sent an eviction notice to a tenant for underpayment.
- Turns out, *he owed them*:

this tenant is owed at least \$2,001.



April 5, 2024

City of Portland Housing Safety Office

Mr. Zachery Lenhert

389 Congress Street

Portland, Maine 04101

Via email: rentcontrol@portlandmaine.gov, zlenhert@portlandmaine.gov

Dear Mr. Lenhert,

Under the authority granted to tenant unions in section 6-234 (e) of the city code, we submit this complaint to the Housing Safety Office regarding an impermissible rent increase over multiple years amounting to over \$2,000 owed to the tenant in unit 819 at 655 Congress Street, owned by Mr. Geoffrey Rice.

Upon review of CSS data and the leases for said unit, the tenant, who moved in during Oct. of 2022, was charged \$1,275 per month. This was a 27.5% increase over the lease amount recorded in CSS (\$1,000) and \$175 a month above what was allowable by law. While Mr. Rice adjusted the rent down a couple of times in 2023 (to \$1,233.53 on January 1 and then to \$1,200.47 on March 24), he failed both times to bring it into compliance, leaving the rent over \$100 a month above the maximum allowed. He also continued collecting more from the tenant than he was even said to be charging, without informing the tenant they were paying too much. Finally, the rent increase notice sent last fall increases the rent to \$1,224 starting January 1, 2024, which is, again, at least \$14 a month above the 10% maximum allowed City ordinance.

Based on our calculations of what the tenant paid versus what they were actually allowed to be charged, this tenant is owed at least \$2,001.

Case Studies



VIOLATION EXAMPLE 4

59 State Unit 69-B

- On December 12, 2024, Mr. Rice's attorney issued a written notice to tenants at 655 Congress and 59 State Street, referencing ongoing negotiations with the tenants union.
- In this notice, he announced a **rent retraction** for all tenants who had recently received increases.

December 12, 2024

TO ALL TENANTS OF
655 CONGRESS STREET
&
59 STATE STREET

RE: *Notices of rent increases and new leases*

Dear all,

I am the attorney representing your landlord, Geoffrey Rice in negotiations with the Trelawny Tenants' Union and the City of Portland. These talks are aimed at resolving alleged violations of the City's Rent Control Ordinance.

I am aware that many of you have received rent increase notices for 2025, some including letters requiring you to sign new leases or lease amendments. At this time, you do not need to take any action in response to these communications and may disregard these notices. **Until you receive further notice, your current rent and the terms of your current lease remain in effect.**

When the Union and your landlord have finalized their agreement, you will receive a follow-up letter or letters that clearly state the results of the settlement negotiations and their effect on you, which will likely include rent decreases, refunds that are owed to you, and/or any future **rent increases to be applied to your unit after the appropriate notice periods have elapsed.**

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Dean'.

Jeremy W. Dean
Maine Bar No. 5964

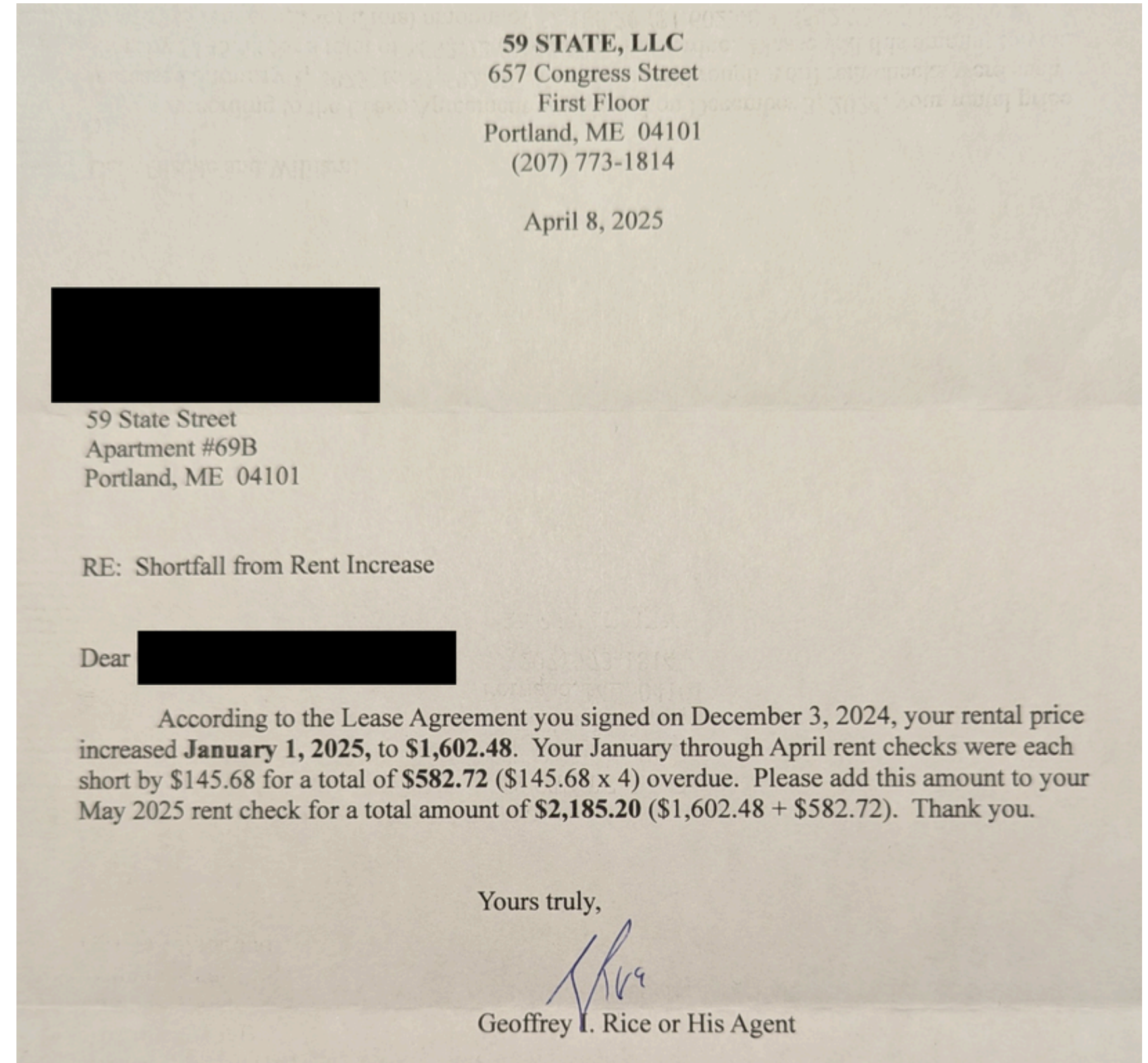
Case Studies



VIOLATION EXAMPLE 4

59 State Unit 69-B

- On April 8, 2025 — just five days after *backing out* of union negotiations — Mr. Rice sent this tenant a letter demanding \$580 in **back rent**. The exact amount that would have been owed if he hadn't retracted the rent increases.



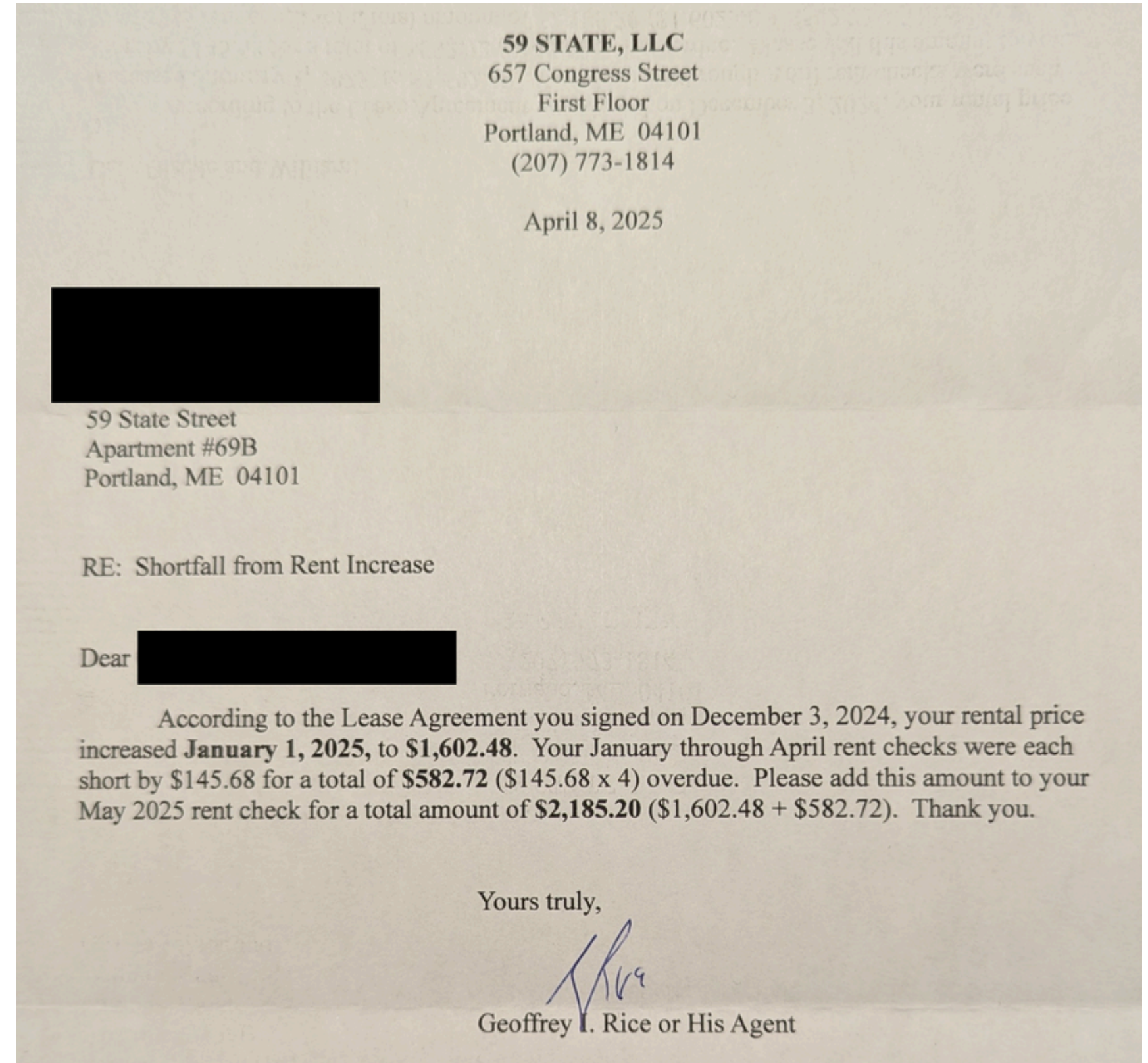
Case Studies



VIOLATION EXAMPLE 4

59 State Unit 69-B

- On April 8, 2025 — just five days after *backing out* of union negotiations — Mr. Rice sent this tenant a letter demanding \$580 in **back rent**. The exact amount that would have been owed if he hadn't retracted the rent increases.
- NO new **90-day notice** was issued.



...THERE IS MORE



We didn't have an audit for 59 State. Between January & March 2024, we were able to look at 5 leases for 59 State provided by Mr. Rice. 4 had issues (**80%**) and three tenants were refunded ***almost \$5,000:***

- ✗ 1. Unit 8 – **Wrong base rent**
- ✗ 2. Unit 33 – **\$922.60 refund**
- ✗ 3. Unit 43 – **\$2812.41 refund**
- ✗ 4. Unit 46 – **\$997.62 refund (2 tenants)**
- 5. Unit 48 – No issues :)

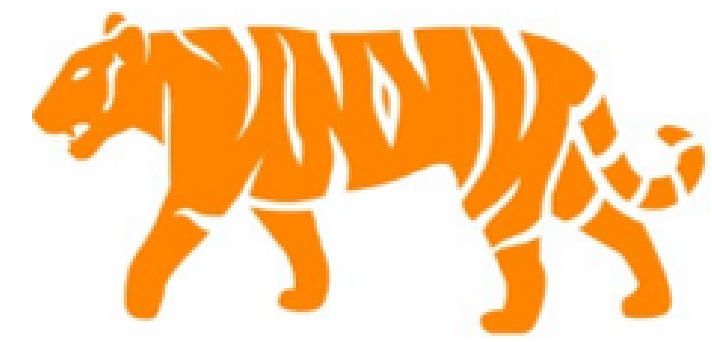
Rice refused to show us any more leases after this.

...THERE IS MORE



**When the city *did* look more closely at 655
Congress, here's what they found:**

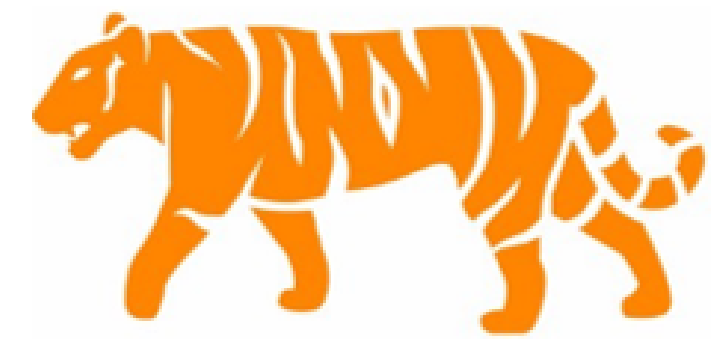
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905

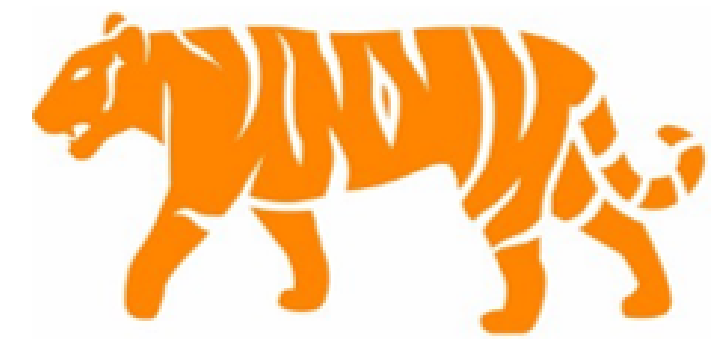
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10% - 5/4/2022</u> -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10% - 5/1/2022</u> – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190

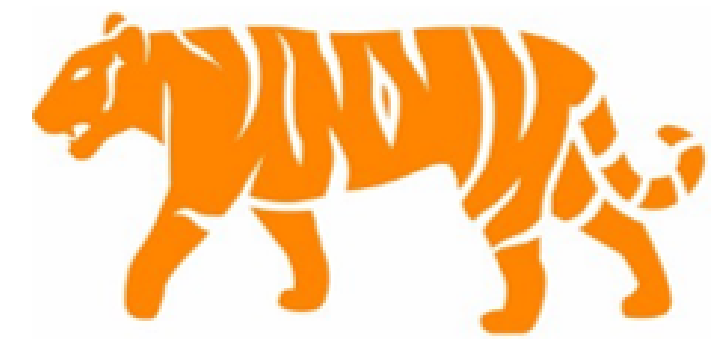
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760

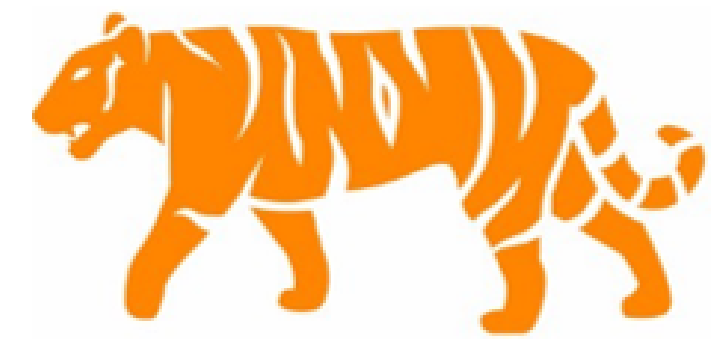
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710

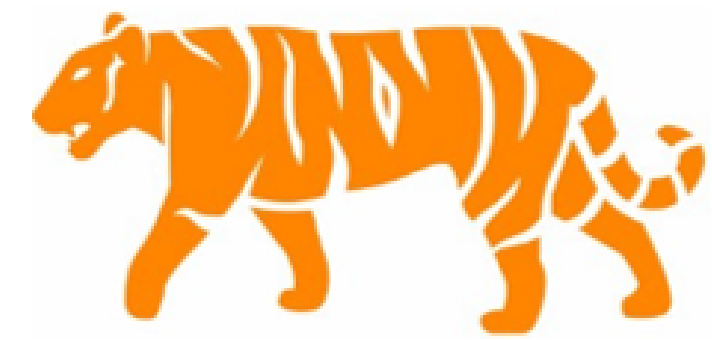
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710
303	• <u>Increase over 5% in 2021</u> – 2/1/2021 – Rent increased from \$920 - \$975 – 6% • <u>Last code-compliant rent charged</u> - \$920

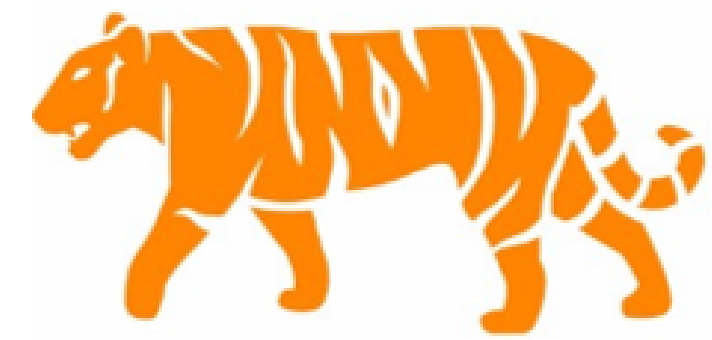
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710
303	• <u>Increase over 5% in 2021</u> – 2/1/2021 – Rent increased from \$920 - \$975 – 6% • <u>Last code-compliant rent charged</u> - \$920
306	• <u>Increase over 10%</u> - 5/18/2022 – Rent increased from \$1,010 - \$1,163 – 15.2% • <u>Last code-compliant rent charged</u> - \$1,010

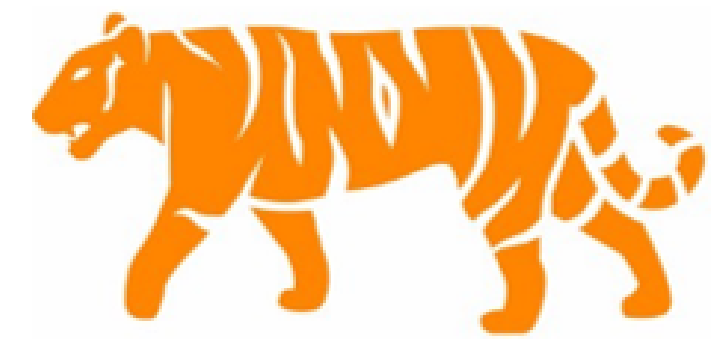
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10% - 5/4/2022</u> - Rent increased from \$875 - \$980 - 12% • <u>Last code-compliant rent charged</u> - \$875
206-208	• <u>Increase over 10% - 5/1/2022</u> - Rent increased from \$1,190 - \$1,369 - 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10% - 4/18/2022</u> - Rent increased from \$760 - \$895 - 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10% - 2/10/2022</u> - Rent increased from \$710 - \$848 - 19.4% • <u>Last code-compliant rent charged</u> - \$710
307	• <u>Increase over 5% in 2021 - 2/1/2021</u> - Rent increased from \$920 - \$975 - 6% • <u>Last code-compliant rent charged</u> - \$920
306	• <u>Increase over 10% - 5/18/2022</u> - Rent increased from \$1,010 - \$1,163 - 15.2% • <u>Last code-compliant rent charged</u> - \$1,010

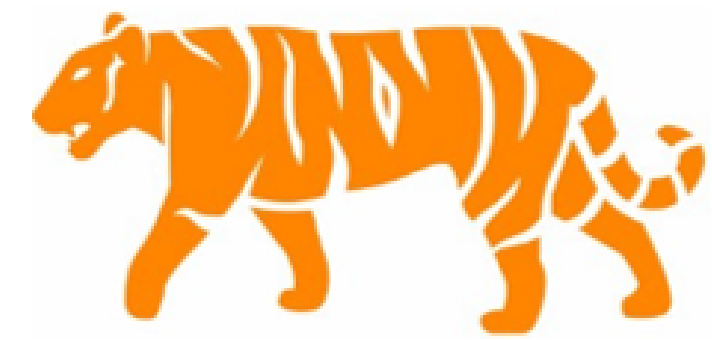
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	V	VIOLATION SUMMARY
309		• Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% • Last code-compliant rent charged - \$900
206-208		• Increase over 10% - 6/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • Last code-compliant rent charged - \$1,190
211		• Increase over 10% - 2/10/2022 - Rent increased from \$760 - \$895 - 17.8% • Last code-compliant rent charged - \$760
214		• Increase over 10% - 2/10/2022 - Rent increased from \$1,020 - 1,182.50 - 16.5% • Last code-compliant rent charged - \$1,020
307		• Increase over 5% in 2021 - 2/1/2021 - Rent increased from \$710 - \$750 - 6% • Last code-compliant rent charged - \$710
306		• Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% • Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

U	V	VIOLATION SUMMARY
309		- Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% - Last code-compliant rent charged - \$900
310		- Increase over 10% - 5/1/2021 - Rent increased from \$710 - \$800 - 12.7% - Last code-compliant rent charged - \$710
214		- Increase over 10% - 5/1/2021 - Rent increased from \$710 - \$800 - 12.7% - Last code-compliant rent charged - \$710
307		- Increase over 5% in 2021 - 2/1/2021 - Rent increased from \$920 - \$972 - 6% - Last code-compliant rent charged - \$920
306		- Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% - Last code-compliant rent charged - \$1,010

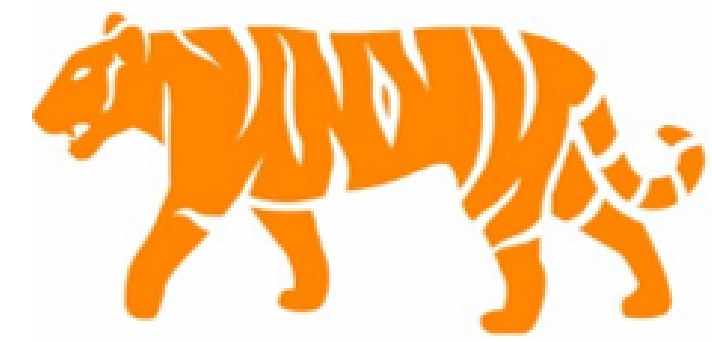
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	V	VIOLATION SUMMARY
309		• Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% • Last code-compliant rent charged - \$900
310		• Increase over 10% - 5/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • Last code-compliant rent charged - \$1,190
214		• Increase over 5% in 2021 - 5/1/2021 - Rent increased from \$740 - \$830 - 12.7% • Last code-compliant rent charged - \$740
318		• Increase in less than 12 months - Rent increased on 1/1/2022 to \$1,155, next increase on 10/1/2022 to \$1,270 - Increase in 9 months • Last code-compliant rent charged - \$1,155
		• Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% • Last code-compliant rent charged - \$1,010

...THERE IS MORE

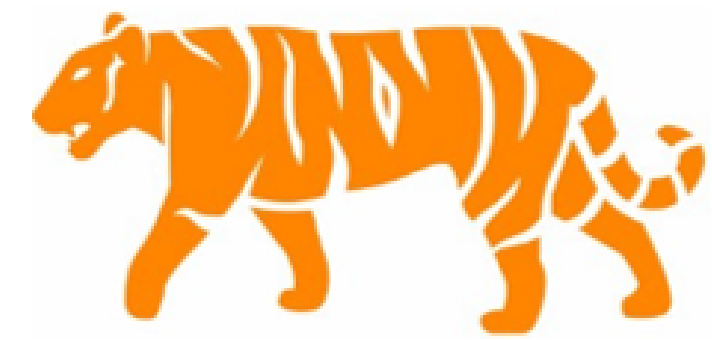


When the city did look more closely at 655 Congress:

U	VIOLATION SUMMARY
309	• Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% • Last code-compliant rent charged - \$900
321-322	• Increase over 10% - 5/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • Last code-compliant rent charged - \$1,190
214	• Increase over 5% in 2021 - 5/1/2021 - Rent increased from \$740 - \$815 - 10% • Increase in less than 12 months - Rent increased on 1/1/2022 to \$1,155, next increase on 1/1/2022 to \$1,182.50 - in 9 months • Last code-compliant rent charged - \$1,128.75
318	• Increase over 10% - 5/1/2021 - Rent increased from \$920 - \$1,010 - 10% • Increase in less than 12 months - Rent increased on 11/1/2021 to \$1,128.75, next increase on 1/1/2022 to \$1,182.50 - Increase in 2 months • Last code-compliant rent charged - \$920
3	• Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,162 - 15.2% • Last code-compliant rent charged - \$1,010



...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months - Rent increased on 6/1/2022 to \$984.50, next increase on 4/1/2023 to \$1,032.74 – **Increase in 10 months**
- Last code-compliant rent charged - **\$984.50**

15.9%

327

- Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 – **Increase in 10 months**
- Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 – **Increase in 10 months**
- next increase on 4/1/2023 to \$1,146.27 – **Increase in 10 months**
- Last code-compliant rent charged - **\$995**

in 9 months

325-326

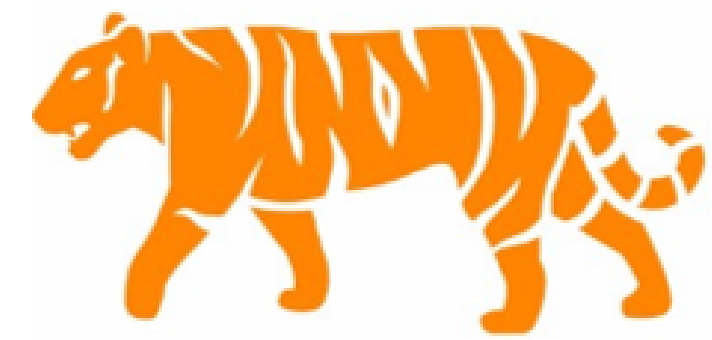
- Rent increased on 11/1/2021 to \$1,128.75, next increase on 1/1/2022 to \$1,182.50 – **Increase in 2 months**
- Last code-compliant rent charged - **\$1,128.75**

\$920

15.2%

- Last code-compliant rent charged - **\$1,010**

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months - next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75

404

- Increase over 5% in 2021 - 8/1/2021 - Rent increased from \$975 - \$1,045.75, - **7.2%**
- Increase in less than 12 months - Rent increased on 8/1/2021 to \$1,045.75, next increase on 12/1/2021 to \$1,050 - **Increase in 4 months**

- Increase over 10% - 7/1/2022 - Rent increased from \$1,050 - \$1,175.02 - **11.9%**

- Last code-compliant rent charged - **\$975**
- Last code-compliant rent charged - **\$1,128.75** - **Increase in 2 months**

- Last code-compliant rent charged - **\$920**

- Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - **15.2%**

- Last code-compliant rent charged - **\$1,010**

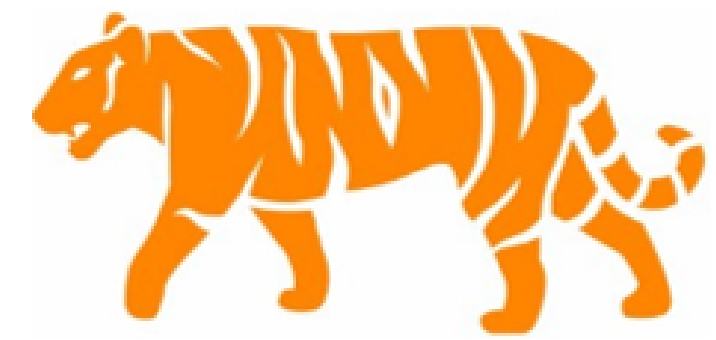
...THERE IS MORE



When the city did look more closely at 655 Congress:

327	• Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased on 8/1/2021 to \$1,045.75, Increase in 4 months
408-409	• Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, next increase on 1/1/2022 to \$1,265 – Increase in 2 months • Increase in less than 12 months – Rent increased on 1/1/2022 to \$1,265, next increase on 11/15/2022 to \$1,425 – Increase in 10 months • Increase over 10% - 11/15/2022 – Rent increased from \$1,265 - \$1,425 – 12.6% • Last code-compliant rent charged - \$1,207.70
318	• Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75

- Increase over 5% in 2021 – 8/1/2021 - Rent increased from \$975 - \$1,045.75, **+ 7.0%**

- Increase in less than 12 months – Rent increased on 8/1/2021 to \$1,045.75, next increase on 1/1/2022 to \$1,265 – **Increase in 4 months**

- Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50 next increase on 11/15/2022 to \$1,417.02 – **Increase in 2 months**

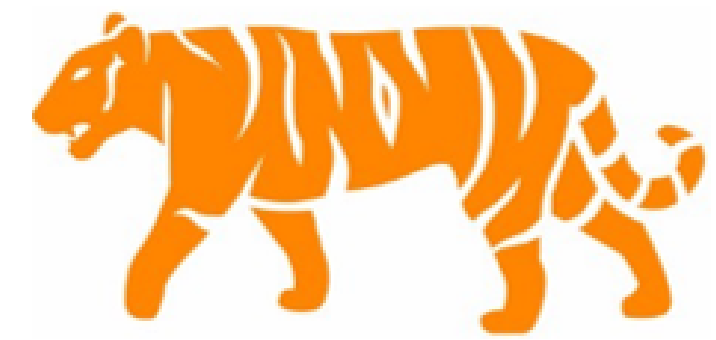
- Increase over 10% – Rent increased on 6/1/2022 to \$844.70, next increase on 8/1/2022 to \$886.94 – **Increase in 2 months**

- Last code-compliant rent charged - **\$844.70**

+ 15.2%

- Last code-compliant rent charged - **\$1,010**

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75

- Increase over 5% in 2021 – 8/1/2021 - Rent increased from \$975 - \$1,045.75, **7.70%**
- Increase in less than 12 months – Rent increased on 8/1/2021 to \$1,045.75, **Increase in 4 months**

421-422

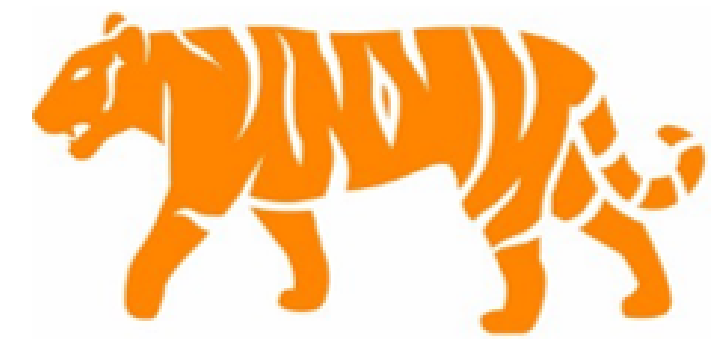
- Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, **Increase in 2 months**
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, **Increase in 6 months**

- Increase in less than 12 months – Rent increased on 3/1/2022 to \$1,150 – **\$1,105.50**
- Last code-compliant rent charged - **\$1,105.50**

410

- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,207.70, **15.2%**
- Last code-compliant rent charged - **\$1,010**

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months – Rent increased from \$1,395 to \$1,653 – next increase on 6/1/2022

- Increase over 5% in 2021 – Rent increased from \$1,395 to \$1,045.75, 18.5% increase in 4 months
- Increase over 10% - 6/1/2022 – Rent increased from \$1,395 to \$1,045.75, 18.5% increase in 4 months

Last code-compliant rent charged - \$1,395

423-426

- Last code-compliant rent charged - \$1,395
- Rent increased on 11/1/2021 to \$1,207.50 – Increase in 2 months
- Rent increased on 11/1/2021 to \$1,207.50 – Increase in 2 months

Last code-compliant rent charged - \$1,207.50

- Rent increased on 3/1/2022 to \$1,150 – Increase in 6 months
- Rent increased on 3/1/2022 to \$1,150 – Increase in 6 months

Last code-compliant rent charged - \$1,105.50

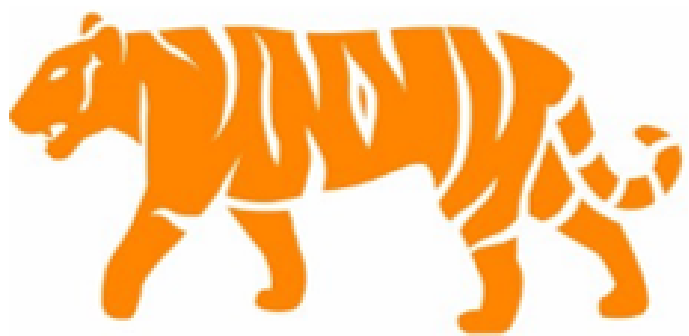
410

- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, next increase on 8/1/2022 – Rent increased on 9/1/2021 to \$1,105.50, \$1,207.70
- Last code-compliant rent charged - \$1,207.70

15.2%

- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

505-506	• Increase in less than 12 months – Rent increased from \$1,395 to \$1,653 –
423-426	• Increase over 5% in 2021 – \$1,175 – 11.9% • Last code-compliant rent charged – \$1,105.50 • Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, next increase on 3/1/2022 to \$1,150 – Increase in 6 months
410	• Last code-compliant rent charged – \$1,207.70 • Increase in less than 12 months – Rent increased on 5/18/2022 to \$1,207.70 – 15.2% • Last code-compliant rent charged – \$1,010

...THERE IS MORE



When the city did look more closely at 655

5

509

423-426

410

- Increase in less than 12 months – next increase on 8/10/2022 to \$1,653 – Rent increased from \$1,395 to \$1,653 –
- Increase over 5% in 2021 \$1,175 – 11.9%
- Last code-compliant rent charged - \$1,105.50
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, Increase in 6 months
- Last code-compliant rent charged - \$1,207.70
- Increase in less than 12 months – Rent increased on 3/1/2022 to \$1,150 – Increase in 6 months
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

511

Increase in less than 12 months
Increase on 8/10/2022 to \$
Increased from \$1,395 to \$1,653 -

503

Increase in less than 12 months - 15.75,
increase on 8/1/2021 to \$782.25 - .02 -

423-426

Last code-compliant rent charged - 1,207.50
1,844.70,

410

Last code-compliant rent charged - 1,105.50
Increase in less than 12 months - Rent increased on 9/1/2021 to \$1,105.50,
next increase on 3/1/2022 to \$1,150 - Increase in 6 months
Last code-compliant rent charged - \$1,105.50

Increase in less than 12 months - 15.2%
next increase on 8/1/2022 - \$1,207.70
Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

Increase in less than 12 months
Increase on 8/10/2022 to \$1,395 to \$1,653 -

511

601

423-42

- Increase over 10% - 6/1/2023 - .75,
12.9%
- Last code-compliant rent charged 7.50

- Increase on 3/1/2022 to \$1,150 - Rent increased on 9/1/2021 to \$1,105.50,
Last code-compliant rent charged - \$1,105.50 **Increase in 6 months**
- Increase in less than 12 months -
next increase on 8/1/2022 -
Last code-compliant rent charged - \$1,207.70

410

15.2%

- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

Increase in less than 12 months
Increase on 8/10/2022 to \$

511

- Increase over 5% in 2021 – 8/1/2021 – Rent increased from \$975 to \$1,084.75 – **7.6%**
- Increase in less than 12 months – Rent increased on 8/1/2021 to \$1,048.75, next increase on 12/1/2021 to \$1,050 – **Increase in 4 months**
- Increase in less than 12 months – Rent increased on 12/1/2021 to \$1,050, next increase on 8/1/2022 to \$1,146.45 – **Increase in 8 months**
- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,146.45 next increase on 6/1/2023 – **Increase in 10 months**
- Last code-compliant rent charged - **\$975**
- Last code-compliant rent charged - **\$1,010**

602

...THERE IS MORE



608

511

602

- Increase over from \$975 to \$1,048.75 - **10%**
- Increase over \$1,084.75 - 7.6%
- Increase in less than 12 months next increase on 12/1/2021 to \$1,050 - 11%
- Increase in less than 12 months - Rent increased on next increase on 8/1/2022 to \$1,146.45 - Increase in 8 months
- Increase in less than 12 months - Rent increased on next increase on 6/1/2023 - Increase in 10 months
- Last code-compliant rent charged - \$975
- Last code-compliant rent charged - \$1,207.70
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When

608

511

602

- are closely at 655
- Increase in less than 12 months - an 8/10/2022 to \$
- 10%
from \$975 to to \$1,048.75,
- Last code-compliant rent
- Increase over - \$1,084.75 - 7.6%
- Increase in less than 12 months
next increase on 12/1/2021 to \$1,050 - 11%
- Increase in less than 12 months - Rent increased on 12/1/2021 to \$1,050,
- Increase in less than 12 months - Rent increased on 8/1/2022 to \$1,146.45 - Increase in 8 months
- Increase in less than 12 months - Rent increased on 8/1/2022 to \$1,146.45
- next increase on 6/1/2023 - Increase in 10 months
- Last code-compliant rent charged - \$975
- 13.2%
- \$1,207.70
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



704

- Increase over 5% in 2021 – 9/15/2021 – \$1,023.75, 12/1/2021 – Rent increase \$975 to \$1,025 - **5.1%**

- Increase in less than 12 months – next increase on 12/1/2021 to \$1,025
- Increase over 10% - 9/1/2022 – Rent increase **14.6%**

- Last code-compliant rent charged

- Last code-compliant rent charged - **13.2%**

- Last code-compliant rent charged - **\$1,010**

2 months

Increase over 5% in 2021

5.1%

-10%

- 10%
 Last code-compliant rents -
 over 10% - 9/1/2022 - Re

14.6%

Last code-compliant rent charged

Last coue

17.2%

- Last code-compliant rent charged - **\$1,010**

2 months

W5



6v

- Increase over 5% in 2021 – 9/15/
 \$1,023.75, 12/1/2021
 increase over 5% in 2021
 5.1%

- Code-compliant rent charged - \$1,010
- Increase in less than 12 months - Rejected
- next increase on 1/1/2022 to \$1,120
- Increase over 10% - 5/15/2023 - Rejected
- 15.5%
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



704

- Increase over 5% in 2021 – 9/15/2021
\$1,023.75, 12/1/2021
increase over 5% in 2021

5.1%

707-708

- Increase in last code-compliant rent charged – 5/1/2021
next:
Increase over 5% in 2021 – 5/1/2021

– 11.8%

712-714

- Last code-compliant rent charged – \$1,010
- Last code-compliant rent charged – \$1,010

Last code-compliant rent charged - \$1,010

...THERE IS MORE



704

• Increase over 5% in 2021 – 9/15/2021 – Rent increased from \$950 to \$1,000

715

• Increase over 5% in 2021 – 9/1/2021 – Rent increased from \$950 to \$1,000 – 5.5%

707-708

• Increase in less than 12 months – Rent increased on 12/1/2021 to \$950 – Inc. 1.1%
• Last code-compliant rent charged - \$950

712-714

• Increase over 5% in 2021 – 9/1/2021 – Rent increased from \$950 to \$1,000 – 11.8%

• Last code-compliant rent charged - \$950
• Last code-compliant rent charged - \$950

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



W-5

5:

704

• Increase over 50%

less than 12 months

• Increase over 10% - 6/1/2022 - Rent
• Last code-compliant rent charged -

1 - 9/15/2021

rent increased from \$9

• Increase in less than 12 months - Re

increase on 12/1/2021 to \$950 - Inc

• Last code-compliant rent charged -

• Increase
- 11.8%

• Last code-compliant rent charged -

12/1/2023 - Re

• Last code-compliant rent charged -

• Last code-compliant rent charged - \$1,010

717

6:

712-714

718

719

...THERE IS MORE



V-5

5:

T-7

6/

704

• Increase over 50% - 12 months

718

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2021 - Rent increased from \$9 - Rent charged - Rent increased from \$9 - Rent charged -

• Increase over 10% - 2/15/2023 - Rent 5 - Rent charged - Rent increased from \$9 - Rent charged -

14.6%

• Last code-compliant rent charged - Rent charged - Rent charged - Rent charged - Rent charged -

717

48

• Increase over 10% - 2/15/2023 - Rent 5 - Rent charged - Rent charged - Rent charged -

11.8%

• Last code-compliant rent charged - Rent charged - Rent charged - Rent charged - Rent charged -

712-714

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



V⁵

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704

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717

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712-714

• Increase over 50%

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 6/1/2022 - Rent 2 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 6/1/2022 - Rent 3 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 6/1/2022 - Rent 4 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



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-
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712-714

808-809

• Increase over 50% -

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2022 -

• Last code-compliant rent charged -

• Increase over 10% - 6/1/2022 -

• Increase over 10% - 10/1/2022 - Rent

16.6%

• Last code-compliant rent charged -

• Increase over 10% - Last code-compliant rent charged -

- 11.8%

• Last code-compliant rent charged -

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



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712-714

808-809

810-811

Increase over 50%

over 10% - 6/1/2022 - Re

Increase in less than 12 months - R
next increase on 10/1/2021 to \$1
Last code-compliant rent charged

- 11.8%

Last code-compliant rent charged

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

Last code-compliant rent charged - \$1,010

...THERE IS MORE



V⁵

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712-714

823-825

808-809

810-811

• Increase over 50%

• Increase in less than 12 months
next increase on 6/1/2022 to \$

• Last code-compliant rent charged

- 11.8%

• Last code-compliant rent charged

• Last code-compliant rent charged - \$1,010



4: What We Want

WHAT WE WANT



1: ROLL BACK RENTS

All rents at these properties rolled back to at least Dec. 2022 levels, *consistent with your past rulings.*

*Our landlord was clearly “not in substantial compliance”
at either 59 State or 655 Congress from Dec. 2022 through March 2025.*

WHAT WE WANT



1: ROLL BACK RENTS

“A LANDLORD who is not in substantial compliance with ANY PROVISION of ... the Rent Stabilization Ordinance, may not demand, accept or retain ANY rent increase ...”

(emphasis added), Sec. 6-234(f)

WHAT WE WANT



2: FORFEIT BANKED RENT

All banked rent from Dec. 2022 in these two buildings be forfeited **until he is in full compliance,**
consistent with your past rulings.

WHAT WE WANT



2: FORFEIT BANKED RENT

"The Board concludes that the **Landlords are not entitled to bank the Allowable Increase Percentages** to which they would otherwise be entitled in 2023 and 2024 **as a result of the Landlord's substantial noncompliance** with the RSO."

~Portland Rent Control Board decision 44 Dirigo Street, 9/26/24

"As a result [of the substantial non-compliance], the landlords are not entitled to retain and bank the Allowable Increase Percentages to which they otherwise would have been entitled."

~Portland Rent Control Board decision 36 Sawyer Street, 6/3/24

WHAT WE WANT

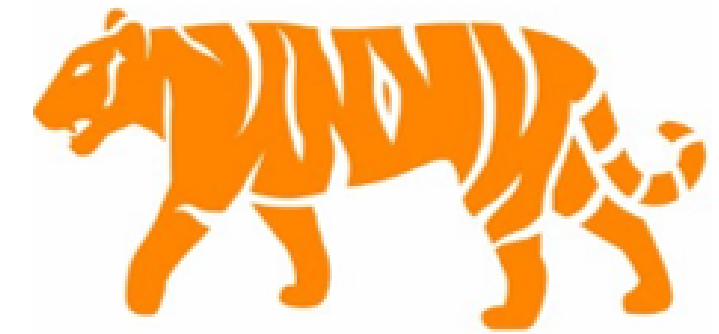


3: ENFORCE FINES

In our original letter, we requested the *minimum fine* of \$100 per violation, as a show of good faith. Mr. Rice has now demonstrated that **he will only comply when caught.**

We are now requesting minimum fines of \$250 per violation, totalling at least \$107,750 for 655 Congress Street and \$49,500 for 59 State Street, due to the *egregious* nature of Mr. Rice's refusal to comply.

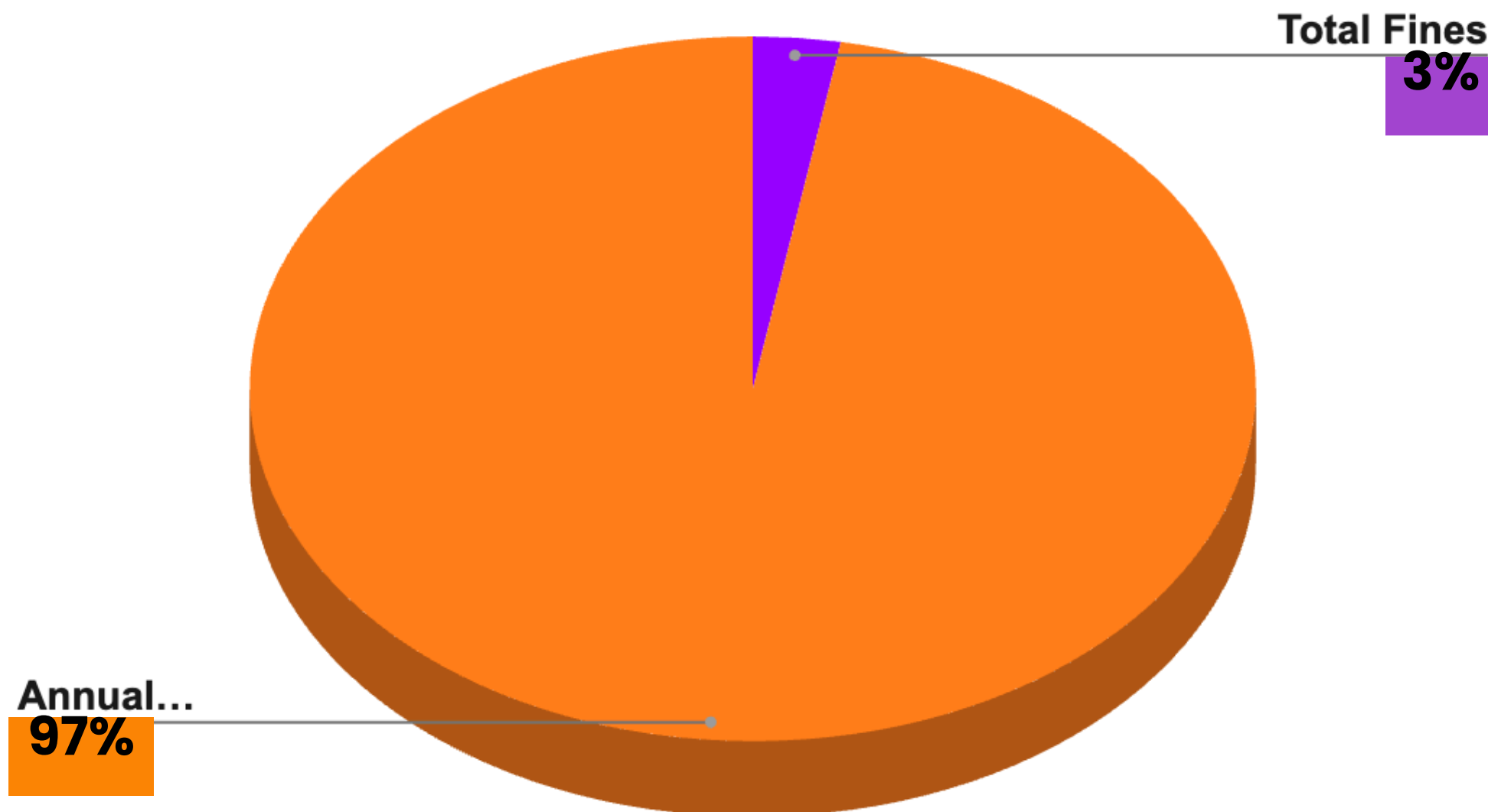
WHAT WE WANT



3: ENFORCE FINES

Fine vs. Annual Landlord Rent

(Fees collected from 59 State Street and 655 Congress Street Tenants)



This fine structure comes out to \$157,250, roughly **3%** of what Mr. Rice takes in annually in rent from his properties.

In total, Mr. Rice collects almost \$5 million from tenants every year.

WHAT WE WANT



3: ENFORCE FINES

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"If there are found to be violations, and if my client doesn't remedy them, and there's need for further punishment, then sure the board **could consider his past conduct, and say 'Well, we think you need a little bit MORE punishment this time.'** "

~4:07:00

WHAT WE ARE ASKING FOR



4: ~~AUDIT~~ 59 STATE

We also request that Mr. Rice **prove** full compliance at both properties through a thorough and transparent audit of 59 State.

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"I don't know if an **internal audit** has been done of all of these buildings' units. That's something that I would **certainly recommend the landlord do** [...] far better than waiting for another violation to be pointed out and brought to his attention through the HSO process."

~4:01:50



5: Conclusion



IN CONCLUSION

The first documented rent control violation our landlord committed goes back to August 1, 2020, literally 61 days after the first possible day a violation could have occurred. The latest one we found was April 8, 2025.

In between, our landlord violated rent control more than 230 times. And those are just the ones we know about.

We are asking you to help end this behavior by holding our landlord accountable to fullest extent provided by law.



IN CONCLUSION

At first, we believed these violations were just mistakes. Despite our offers of help being mostly rejected, we continued to believe it was simply our landlord's incompetence at learning a new law.

After **almost four years** of our landlord using lawyers, legalese, and eviction threats to scare and intimidate tenants, it is clear that his attempts to overcharge tenants are both malicious and predatory. He is actively avoiding compliance and refusing outside help which would block him from charging what he wants.

The premise of “in good faith” has been exhausted.



IN CONCLUSION

We tried to work with Mr. Rice, but he strung us along for months, delaying and refusing to sign the agreement before finally walking away.



IN CONCLUSION

“Give The Law Teeth”

**There is no incentive for our landlord to comply with the law
if it is not *swiftly* and *fully* enforced.**

**It is time to end the cycle of financial abuse and
serve justice for all affected tenants.**

We hope you will help us.



Thank you!

City of Portland – Housing Safety Division
RENTAL INCREASE APPEAL

Date of Hearing:

August 19, 2024 – Tabled to September 18, 2024 – Tabled to September 25, 2024 –
Tabled to October 23, 2024 – Tabled to November 18, 2024 – Tabled to December
18, 2024 – Tabled to January 22, 2025 – Tabled to May 28, 2025

Appellant:

Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

Owner Name and Address:

Trelawny 657 LLC
657 Congress St, First Floor
Portland, ME 04101

Property Address:

655 Congress Street
Portland, ME 04101

CBL:

046-D-021-001



May 14, 2025

Re: Notice of Public Hearing

To: Interested Parties of 655 Congress Street Portland, ME 04101

A request for a hearing regarding the rental property at 655 Congress St (CBL: 046-D-021-001) has been submitted to the Rent Board. The request submitted by the Trelawny Tenants' Union is in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance by the property owner, Trelawny 657 LLC. This item was most recently on the agenda for the January 22, 2025 meeting.

The Rent Board meeting is scheduled for **Wednesday, May 28, 2025** at 5pm. This meeting will be remotely held via Zoom.

Copies of newly submitted materials are included with this notice. The full packet containing previously submitted materials can be obtained by emailing rentcontrol@portlandmaine.gov or at Portland City Hall located at 389 Congress St.

The agenda and Zoom link will be accessible by **May 21, 2025** at the link below: <http://portlandmaine.gov/129/Agendas-Minutes>

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



September 9, 2024

Re: Notice of Public Hearing

To: Interested Parties of 655 Congress Street Portland, ME 04101

A request for a hearing regarding the rental property at 655 Congress St (CBL: 046-D-021-001) has been submitted to the Rent Board. The request submitted by the Trelawny Tenants' Union is in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance by the property owner, Trelawny 657 LLC. This appeal was previously heard at the August 19, 2024 meeting.

The Rent Board meeting is scheduled for **September 18, 2024** at 5pm. This meeting will be remotely held via Zoom.

The agenda and Zoom link will be accessible by **September 13, 2024** at the link below:
<http://portlandmaine.gov/129/Agendas-Minutes>

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



July 26, 2024

Re: Notice of Public Hearing

To: Interested Parties of 655 Congress St

At the July 24, 2024 Rent Board meeting the Board voted to schedule a public hearing for the tenants rights complaint submitted by Trelawny Tenants Union in regards to the rental property located at 655 Congress St owned by Trelawny 657 LLC. This special meeting has been scheduled for **August 19, 2024 at 5:00 PM**.

Please submit any documentation to be reviewed by Board members by **August 7, 2024**. Be advised, this is a public meeting and all documentation submitted can be subject to any Freedom of Access Act requests.

Rent Board meetings are held remotely via Zoom. The agenda with the Zoom link will be posted by Wednesday, August 14, 2024.

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

Thank you,

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St
Portland, ME 04101



Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

July 3, 2024

Portland Rent Board

Mr. Buddy Moore

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Moore,

Pursuant to the standing granted to tenant unions under section 6-243(b) of the city code, we submit this complaint on behalf of all tenants at 655 Congress and 59 State to the Rent Board regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO) as per Sec 6-234 (f).

As you know, Sec 6-234 (f) provides, “[a] landlord who is *not in substantial compliance with any provision of this chapter*, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain *any* rent increase otherwise permitted by this section or any other provision of this code or Maine statute.” (emphasis added)

This provision, adopted in 2022 by the voters of Portland, requires that any landlord substantially out of compliance with *any* provision of the City’s building and housing regulations may not impose or collect *any* rent increases on *any* unit until they are back in compliance.

While this complaint will outline multiple separate violations impacting over 50 tenants, as the Rent Board ruled in its 36 Sawyer Street ruling on June 3, 2024, any one of these violations can constitute “substantial non-compliance.”

“... the Board concludes that more than one violation of the RSO is not necessary to constitute substantial noncompliance pursuant to section 6-234(f). In other words, a single violation of the RSO may constitute substantial noncompliance with the RSO for the purposes of section 6-234(f).”¹

Based on individual complaints we have filed, and ultimately confirmed by Portland’s Housing Safety Office (HSO), Mr. Rice has been ruled out of compliance at least 15 times in the past six months, having over-charged tenants almost \$11,000. These violations cover the entire period of 2023 and continue into 2024.

Building	Apt #	Code Case #	Status	Dates Overcharged	Amt. Overcharged
59 State	1	BLDG2306278	Violation	6/2021-11/2023 (29 months)	\$587.13
59 State	2	BLDG2306281	Violation	6/2021-11/2023 (29 months)	\$752.16

¹ Rent Board final decision on 36 Sawyer Street, footnote #4.

59 State	22	BLDG2306283	Violation	11/2022-11/2023 (12 months)	\$188.04
59 State	31	BLDG2306278	Violation	6/2020-11/2023 (41 months)	\$807.56
59 State	45	BLDG2306282	Violation	8/2022-11/2023 (15 months)	\$452.41
59 State	62	BLDG2306283	Violation	9/2020-11/2023 (38 months)	\$1,394.36
59 State	63	BLDG2306283	Violation	1/2023-11/2023 (10 months)	\$250.00
59 State	67	BLDG2306278	Violation	11/2021-11/2023 (24 months)	\$612.96
655 Congress	212	BLDG2306553	Violation	8/2022-2/2024 (18 months)	\$490.08
655 Congress	404	BLDG2306359	Violation	1/2023-2/2024 (13 months)	\$649.20
655 Congress	415-416	BLDG2306359	Violation	1/2023-2/2024 (13 months)	\$363.25
655 Congress	602	BLDG2306360	Violation	10/2021-2/2024 (28 months)	\$707.32
655 Congress	620-622	BLDG2306360	Violation	3/2022-12/2023 (21 months)	\$2,545.68
655 Congress	723-726	BLDG2306362	Violation	2/2022-2/2024 (24 months)	\$1,124.90
655 Congress	819	RCC2400010	Violation	10/2022-6/2024 (21 months)	\$1,238.28
			Total		\$12,163.33

Additionally, the HSO ruled last May, and the Rent Board confirmed last November, that Mr. Rice had illegally passed on a gas fee to almost every tenant in 655 Congress Street, amounting to over \$3,500 in overcharges to 44 tenants from January 1, 2023 to December 1, 2023.

655 Congress

Unit #	Code Case #	Status	Months Overcharged (2023)	Amt Overcharged
203	BLDG2305814	Violation	6 months	\$72.00
204	BLDG2305814	Violation	5 months	\$60.00
208	BLDG2305814	Violation	7 months	\$84.00
209	BLDG2305814	Violation	5 months	\$60.00
211	BLDG2305814	Violation	2 months	\$24.00
214	BLDG2305814	Violation	7 months	\$84.00
222	BLDG2305814	Violation	8 months	\$96.00
303	BLDG2305814	Violation	1 months	\$12.00
306	BLDG2305814	Violation	3 months	\$36.00
309	BLDG2305814	Violation	2 months	\$24.00
311	BLDG2305814	Violation	5 months	\$60.00
312	BLDG2305814	Violation	7 months	\$84.00
315	BLDG2305814	Violation	10 months	\$120.00
320	BLDG2305814	Violation	10 months	\$120.00
322	BLDG2305814	Violation	10 months	\$120.00
324	BLDG2305814	Violation	6 months	\$73.00

326	BLDG2305814	Violation	2 months	\$24.00
327	BLDG2305814	Violation	4 months	\$48.00
405	BLDG2305814	Violation	6 months	\$72.00
410	BLDG2305814	Violation	3 months	\$36.00
411	BLDG2305814	Violation	10 months	\$120.00
418	BLDG2305814	Violation	11 months	\$132.00
501	BLDG2305814	Violation	10 months	\$120.00
503	BLDG2305814	Violation	7 months	\$84.00
510	BLDG2305814	Violation	11 months	\$132.00
601	BLDG2305814	Violation	9 months	\$108.00
604	BLDG2305814	Violation	11 months	\$132.00
610	BLDG2305814	Violation	6 months	\$72.00
620	BLDG2305814	Violation	11 months	\$132.00
627	BLDG2305814	Violation	6 months	\$72.00
701	BLDG2305814	Violation	6 months	\$72.00
707	BLDG2305814	Violation	6 months	\$73.00
709	BLDG2305814	Violation	5 months	\$60.00
710	BLDG2305814	Violation	11 months	\$132.00
718	BLDG2305814	Violation	9 months	\$108.00
720	BLDG2305814	Violation	10 months	\$120.00
723	BLDG2305814	Violation	6.5 months	\$78.00
727	BLDG2305814	Violation	2 months	\$24.00
728	BLDG2305814	Violation	6 months	\$72.00
810	BLDG2305814	Violation	6 months	\$72.00
817	BLDG2305814	Violation	11 months	\$132.00
821	BLDG2305814	Violation	6 months	\$72.00
826	BLDG2305814	Violation	5 months	\$60.00
827	BLDG2305814	Violation	5 months	\$60.00
		Total	295.5 Months	\$3,548.00

The above totals (not including those yet to be uncovered) amount to over \$15,000 in refunds Mr. Rice has had to issue in the past six months for violations covering from June 2020, through the period of January 1, 2023, to June 2024 (another letter of violation was delivered just last week), the period covered since section 6-234(f) went into effect.

We would also like to point out, as your records show, this pattern of non-compliance with Mr. Rice has been non-stop since the ordinance went into effect. This Rent Board recommended that the City fine him \$15,350 back in 2022 for a series of violations including overcharges, repeated illegal rent increase notices, and attempting to charge tenants for personal expenses related to his 3,000 sq. ft. penthouse. At the time, Mr. Rice told the City he would comply, the City believed him, and the fine was not collected.

Additionally, at least five of the rent hike violations above are repeat offenses on the same unit, and sometimes the same tenant. In the complaint we filed with the HSO regarding units 212, 404, 415, 620, & 723 (attached), you will note that Mr. Rice had been ordered to correct problems with these units in 2022. After he corrected them (which he initially did), he actually went back and again imposed illegal rent hikes on those same units.

In particular, please review unit 620. In this instance, three months after he presented the City with evidence that he had refunded the tenant and lowered the rent to the allowable amount, he wrote to the tenant and reinstated the previous illegal rent level. We have enclosed the letter he sent the tenant on March 9, 2022, in which he said, "I received inaccurate information from a rent board employee [Mr. Chuck Fagone] and that was the reason on December 14, 2021, I sent you a check of \$1,991.25..." He then reinstated the previous rent level of \$1,250, almost \$150 above what he had been ordered to charge. Once uncovered by this union over a year later, the city investigated and ordered him to pay back another \$2,545 and drop the rent back to what was allowable by law.

The above violations meet any plausible understanding of what constitutes being "substantially out of compliance" during the period these violations occurred. Additionally, note that these violations are part of a pattern by Mr. Rice. Indeed, as [reported](#) by the Portland Press Herald, Mr. Rice has more violations of the RSO than any other landlord in Portland.

Finally, the rule contained in Sec. 6-234(f) applies broadly to "[a] *landlord*" (emphasis added) who is out of compliance, and bars that *landlord* from raising rents. Nothing in this provision limits the extent of its prohibition merely to the units for which he is presently charging noncompliant rents. The Board should not infer such a limitation where it is entirely absent from the plain language of the ordinance. Rather, the plain language provides that the *landlord* may not impose or collect upon *any* rent increase.

In light of this overwhelming evidence showing clearly habitual substantial non-compliance, we ask that you:

- 1) Require Mr. Rice to rescind all rent increases imposed on all tenants in 655 Congress Street and 59 State Street since January 1, 2023. As you did with 36 Sawyer Street, we ask that at both properties you require him to refund what was collected, forbid him from banking any annual increases which he was never entitled to impose, and insist that he provide 90 days notice for any future increases once he is confirmed to be in full compliance.**
- 2) Recommend a fully public and transparent audit of Mr. Rice's properties to determine where other violations have occurred. Indeed, almost every time we review an issue, it turns out to be a violation. There is simply no reason to believe this trend doesn't exist throughout all of his properties.**
- 3) Impose fines on Mr. Rice to the fullest extent the law allows for this willful non-compliance. Simply requiring him to refund what was not his in the first place, is clearly not a deterrent. Without the prospect of fines, he has already demonstrated that he will continue to brazenly and unlawfully gouge his tenants.**

In regard to point three, we request a fine schedule, at a minimum, similar to what was imposed on the landlord for Sawyer Street:

"The Board finds that it is appropriate to assess a \$100 fine to the Landlords for each instance the Landlords charged the Tenants rent that exceeded the limits established by section 6-234(c)."

In this instance, that fine schedule would look like this:

Building	Apt #	Months Overcharged	FINE
59 State	1	29	\$2,900
	2	29	\$2,900
	22	12	\$1,200
	31	41	\$4,100
	45	15	\$1,500
	62	38	\$3,800
	63	10	\$1,000
	67	24	\$2,400
655 Congress	212	18	\$1,800
	404	13	\$1,300
	415-416	28	\$2,800
	602	28	\$2,800
	620-622	21	\$2,100
	723-726	24	\$2,400
	819	21	\$2,100
Gas Fee		278*	\$27,800
		TOTAL	\$62,900

*This number is below the 296 charges seen in the gas fee chart above because we eliminated those charges from the two units that overlapped between an illegal rent increase and the illegal gas fee (units 620 and 723). We believe Mr. Rice should be fined only once per month when he overcharged a tenant, even if there were two separate illegal charges.

Please note, as you consider these fines, our landlord collects \$2,181,293 annually from the tenants of 59 State Street and 655 Congress (based on CSS published Nov. 2023 rent levels). If the Board fines him the full amount above, it would amount to less than 3% of his gross income from just these two properties. In comparison, the fines the Board issued against the landlord of Sawyer Street, not including your decision to rescind all rent increases on the unit, amounted to almost 15% of their gross revenue.

Less than 3% of gross revenue is not too steep a price to pay for his ongoing negligence, repeat offenses, and blatant reversal of previous directives. In fact, we consider \$100 per instance for a repeat offender to be the minimum. A penalty of \$200 per instance would be more in line.

Thank you for your immediate attention to this matter. We request that all documents and communications pertaining to this investigation be made public upon completion.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.

TTU Steering Committee & tenants of Geoffrey Rice

Attachment A - City email to Geoffrey Rice demanding proof that he had reimbursed multiple tenants at 655 Congress, including units 212, 404, 415, 620, & 723 (725).

From: [Zachary Lenhart](#)
To: apartmentmart1952@gmail.com; [Gillian Morrison](#)
Cc: [Chuck Fagone](#)
Subject: Re: Housing Issues regarding Apartment Mart, LLC
Date: Tuesday, December 14, 2021 1:18:41 PM
Attachments: [Trewlany Complaint 655 Congress&59 State \(1\).xlsx](#)

Below is the information we still need in order for these properties to be in compliance with the Rent Control ordinance. This information was requested weeks ago. Reinspection fees will start to be assessed if we need to request this information again.

59 State St:

Unit 22: proof/back-up rent was \$1360 in June 2020

Unit 37: proof/receipt of reimbursement

655 Congress St:

Unit 404: proof/back-up rent was \$975 in June/August 2020

Unit 312: proof/receipt of reimbursement

Unit 221: proof/receipt of reimbursement

Unit 415-416: proof/receipt of reimbursement

Unit 725: proof/receipt of reimbursement

Unit 212: proof/receipt of reimbursement

Unit 509: proof/receipt of reimbursement

Unit 620-622: proof/receipt of reimbursement

Attachment B - Email to Mr. Rice from HSO explicitly explaining that the effective date of the base rent was June 1, 2020, not November, 2020.

From: [Chuck Fagone](#)
To: [Apartment Mart](#)
Subject: Re: Questions
Date: Friday, November 26, 2021 9:17:28 AM

When implemented or voted on and passed by the public, the baseline rent was established as of 6/1/2020. Therefore, you need to use what the rent was on 6/1/2020 regardless of who the tenant was at the time. Any new tenants after that time you are limited to 5% increase of that base rent. thanks, Chuck

On Tue, Nov 23, 2021 at 3:48 PM Apartment Mart
<apartmentmart1952@gmail.com> wrote:

If the new rental statutes came into effect in November of 2020, and the units in question at 59 State Street and 655 Congress Street were rented before the new rental statutes were voted into effect, does that make them exempt from the 5% rule? The majority if not all were rented before November 2020.

Thank you,
Meghan

--

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

Attachment C - Email to Mr. Rice explaining what the rent levels needed to be for the units audited in 2021.

From: [Chuck Fagone](#)
To: [Apartment Mart](#)
Cc: [Fagone, Chuck](#); [Zachary Lenhart](#)
Subject: Re: Rental increase complaint addressed
Date: Friday, November 19, 2021 12:15:45 PM

Thank you for providing the info. After reviewing:

Please keep in mind that for new tenants, you are limited to a 5% increase over the 6/1/20 rent amount. Based on this, the following units would be capped at 5% and the difference to include the number of months paid over the 5% will need to be refunded to the tenants on the following units. Please provide me with copies of checks and letters to the tenants as you did with 59 State #37

59 State Street

#43 \$1548.75 per month

655 Congress Street

#404 \$971.25
#312 \$771.35
#221 \$1044.75
#415-416 \$934.50
#725-726 \$1501.50
#212 \$745.25
#509 \$740.25
620-622 \$1102.50

In addition, for those where you believe that there was an error in what the Tenants Union provided us for a base amount, please provide documentation for what the lease amount was in June of 2020. Example, 59 State #22.

Finally, please factor in the 75 day notice on any future rent increases. Given the date of 11/19/20, if a rent increase notice was provided to a tenant today, the rent increase would have to be effective 3/1/22.

If you have questions, please advise. thanks, Chuck

Attachment D - Letter Mr. Rice sent to the city and to the tenant in unit 620 as evidence he was in compliance with HSO's requirement to lower the rent and reimburse the tenant for a rent increase violation (similar letters were sent for all tenants under this order).

TRELAWNY 657, LLC

657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021



655 Congress Street
Apartment No. 620-622
Portland, Maine 04101



Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

Yours Truly,

Geoffrey I. Rice

**Attachment E - Letter Mr. Rice sent to the tenants of unit 620 rescinding the rent decrease
HSO had ordered him to implement 10 weeks prior.**

Trelawny 657, LLC
657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

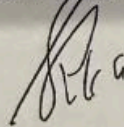
March 9, 2022

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101

[REDACTED]

The rent control law passed on November 2, 2020. I have read it three times and have checked with my attorney. The law began November 2, 2020, and runs from that date forward and not before that date to occurrence that happens before November 2, 2020. I received inaccurate information from a rent board employee and that was the reason on December 14, 2021, I sent you a check of \$1,991.25 with my revised 75 day notice. I am not requesting a return of those funds. In the current 75 day notice of a rent increase on June 1, 2022, I am using the old rent at \$1,250.00. We rented your apartment on September 15, 2020, at \$1,250.00 per month to a woman who for personal reasons vacated prior to November 15, 2020. We charged you the same \$1,250.00 rental that she paid us. On the current 75 day notices that a rental increase will occur on June 1, 2022, we are using the amount of \$1,250.00 as the old rental.

Yours Truly,



Geoffrey I. Rice

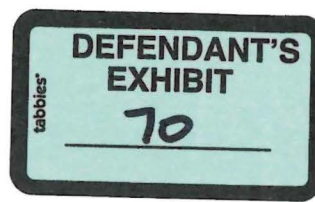
Geoffrey Rice Confirmed Violations/Refunds 2021-2024

	Building	Apt #	Year	Reason	Refund
1	655 Congress	211	2021	Illegal overcharge	\$17.75
2	655 Congress	212	2021	Illegal overcharge	\$442.50
3	655 Congress	220	2021	Illegal overcharge	\$76.13
4	655 Congress	303	2021	Illegal overcharge	\$63.00
5	655 Congress	310	2021	Illegal overcharge	\$218.00
6	655 Congress	312	2021	Illegal overcharge	\$52.54
7	655 Congress	404	2021	Illegal overcharge	\$22.00
8	655 Congress	404	2021	Illegal overcharge	\$15.76
9	655 Congress	404	2021	Illegal overcharge	\$35.63
10	655 Congress	415	2021	Illegal overcharge	\$341.25
11	655 Congress	505	2021	Illegal overcharge	\$253.75
12	655 Congress	509	2021	Illegal overcharge	\$486.50
13	655 Congress	602	2021	Illegal overcharge	\$25.00
14	655 Congress	620	2021	Illegal overcharge	\$1,991.25
15	655 Congress	705	2021	Illegal overcharge	\$172.50
16	655 Congress	712	2021	Illegal overcharge	\$300.00
17	655 Congress	723	2021	Illegal overcharge	\$824.50
18	169 State	3	2022	Illegal overcharge	\$139.38
19	169 State	4	2022	Illegal overcharge	Undisclosed
20	235 Brackett	9	2022	Illegal overcharge	Undisclosed
21	235 Brackett	1	2022	Illegal overcharge	Undisclosed
22	235 Brackett	3	2022	Illegal overcharge	Undisclosed
23	235 Brackett	3	2022	Illegal overcharge	Undisclosed
24	291 Brackett	2	2022	Illegal overcharge	Undisclosed
25	45 State	2	2022	Illegal overcharge	Undisclosed
26	45 State	2	2022	Illegal overcharge	Undisclosed
27	51 State	11	2022	Illegal overcharge	Undisclosed
28	51 State	8	2022	Illegal overcharge	Undisclosed
29	51 State	12	2022	Illegal overcharge	Undisclosed
30	51 State	9	2022	Illegal overcharge	Undisclosed
31	52 Sherman	2	2022	Illegal overcharge	Undisclosed
32	52 Sherman	4	2022	Illegal overcharge	Undisclosed
33	546 Cumberland	6	2022	Illegal overcharge	Undisclosed
34	60 Grant	1	2022	Illegal overcharge	\$916.88
35	648 Forest	3R	2022	Illegal overcharge	\$355.44
36	655 Congress	403	2022	Illegal overcharge	\$22.05
37	658 Congress	304	2022	Illegal overcharge	\$2,197.13
38	658 Congress	201	2022	Illegal overcharge	Undisclosed
39	658 Congress	204	2022	Illegal overcharge	\$1,509.00
40	658 Congress	207	2022	Illegal overcharge	\$466.68

41	658 Congress	207	2022	Illegal overcharge	\$334.25
42	658 Congress	403	2022	Illegal overcharge	Undisclosed
43	658 Congress	301	2022	Illegal overcharge	Undisclosed
44	684 Congress	6	2022	Illegal overcharge	Undisclosed
45	684 Congress	9	2022	Illegal overcharge	Undisclosed
46	684 Congress	1	2022	Illegal overcharge	Undisclosed
47	684 Congress	3	2022	Illegal overcharge	Undisclosed
48	684 Congress	2	2022	Illegal overcharge	Undisclosed
49	59 State	1	2023	Illegal overcharge	\$587.13
50	59 State	2	2023	Illegal overcharge	\$752.16
51	59 State	22	2023	Illegal overcharge	\$188.04
52	59 State	23	2023	Illegal overcharge	\$3,354.86
53	59 State	24	2023	Illegal overcharge	\$4,000.00
54	59 State	31	2023	Illegal overcharge	\$807.56
55	59 State	45	2023	Illegal overcharge	\$452.41
56	59 State	62	2023	Illegal overcharge	\$1,394.36
57	59 State	63	2023	Illegal overcharge	\$250.00
58	59 State	67	2023	Illegal overcharge	\$612.96
59	59 State	69B	2023	Illegal overcharge	\$384.83
59	655 Congress	203	2023	Illegal Gas Fee	\$72.00
60	655 Congress	204	2023	Illegal Gas Fee	\$60.00
61	655 Congress	208	2023	Illegal Gas Fee	\$84.00
62	655 Congress	209	2023	Illegal Gas Fee	\$60.00
63	655 Congress	211	2023	Illegal Gas Fee	\$24.00
64	655 Congress	214	2023	Illegal Gas Fee	\$84.00
65	655 Congress	222	2023	Illegal Gas Fee	\$96.00
66	655 Congress	303	2023	Illegal Gas Fee	\$12.00
67	655 Congress	306	2023	Illegal Gas Fee	\$36.00
68	655 Congress	309	2023	Illegal Gas Fee	\$24.00
69	655 Congress	311	2023	Illegal Gas Fee	\$60.00
70	655 Congress	312	2023	Illegal Gas Fee	\$84.00
71	655 Congress	315	2023	Illegal Gas Fee	\$120.00
72	655 Congress	320	2023	Illegal Gas Fee	\$120.00
73	655 Congress	322	2023	Illegal Gas Fee	\$120.00
74	655 Congress	324	2023	Illegal Gas Fee	\$73.00
75	655 Congress	326	2023	Illegal Gas Fee	\$24.00
76	655 Congress	327	2023	Illegal Gas Fee	\$48.00
77	655 Congress	405	2023	Illegal Gas Fee	\$72.00
78	655 Congress	410	2023	Illegal Gas Fee	\$36.00
79	655 Congress	411	2023	Illegal Gas Fee	\$120.00
80	655 Congress	418	2023	Illegal Gas Fee	\$132.00
81	655 Congress	501	2023	Illegal Gas Fee	\$120.00
82	655 Congress	503	2023	Illegal Gas Fee	\$84.00

83	655 Congress	510	2023	Illegal Gas Fee	\$132.00
84	655 Congress	601	2023	Illegal Gas Fee	\$108.00
85	655 Congress	604	2023	Illegal Gas Fee	\$132.00
86	655 Congress	610	2023	Illegal Gas Fee	\$72.00
87	655 Congress	620	2023	Illegal Gas Fee	\$132.00
88	655 Congress	627	2023	Illegal Gas Fee	\$72.00
89	655 Congress	701	2023	Illegal Gas Fee	\$72.00
90	655 Congress	707	2023	Illegal Gas Fee	\$73.00
91	655 Congress	709	2023	Illegal Gas Fee	\$60.00
92	655 Congress	710	2023	Illegal Gas Fee	\$132.00
93	655 Congress	718	2023	Illegal Gas Fee	\$108.00
94	655 Congress	720	2023	Illegal Gas Fee	\$120.00
95	655 Congress	723	2023	Illegal Gas Fee	\$78.00
96	655 Congress	727	2023	Illegal Gas Fee	\$24.00
97	655 Congress	728	2023	Illegal Gas Fee	\$72.00
98	655 Congress	810	2023	Illegal Gas Fee	\$72.00
99	655 Congress	817	2023	Illegal Gas Fee	\$132.00
100	655 Congress	821	2023	Illegal Gas Fee	\$72.00
101	655 Congress	826	2023	Illegal Gas Fee	\$60.00
102	655 Congress	827	2023	Illegal Gas Fee	\$60.00
103	59 State	33	2024	Illegal overcharge	\$922.60
104	59 State	43	2024	Illegal overcharge	\$2,812.41
105	59 State	46	2024	Illegal overcharge	\$882.60
106	655 Congress	212	2024	Illegal overcharge	\$490.08
107	655 Congress	404	2024	Illegal overcharge	\$649.20
108	655 Congress	415	2024	Illegal overcharge	\$363.25
109	655 Congress	602	2024	Illegal overcharge	\$707.32
110	655 Congress	620	2024	Illegal overcharge	\$2,545.68
111	655 Congress	723	2024	Illegal overcharge	\$1,124.90
112	655 Congress	819	2024	Illegal overcharge	\$1,238.28

Total disclosed to date **\$39,347.50**



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



Oct 25, 2023

Inspection RCI-111763-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 1 at
59 State St Portland, ME

Tenant was reimbursed \$587.13 for 29 months of overpayment.

The monthly rent going forward has been set to: \$1144.59

Comments:

Initials:

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



Sep 20, 2023

Inspection RCI-111764-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 31 at
59 State St Portland, ME

Tenant was reimbursed \$807.46 for 37 months of overpayment.

The monthly rent going forward has been set to: \$1228.29

Comments:

Initials:

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



Oct 30, 2023

Inspection 116122-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 62 at
59 State St Portland, ME

Tenant was reimbursed \$1394.36 for 34 months of overpayment.

The monthly rent going forward has been set to: \$1646.80

Comments:

Initials:

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



Jan 12, 2024

Inspection RCI-118314-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 602 at 655 Congress St.

Tenant(s) was reimbursed \$707.32 for 29 months of overpayment.

The monthly rent going forward has been set to: \$1,230.98

Comments:

New tenant moved in April 2023. Previous and current tenants were refunded for overpayments and rent was corrected for unit 602.

Initials:

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 52 SHERMAN ST
PORTLAND, ME

048 F010001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge more than base rent plus any	Landlords must reduce the rent to within the required amount and	6/24/2022

allowable increases under Sec.
6-234.

refund any excess rent collected to
any tenants who were overcharged.

Units #2 and #4. Rent increases
retro to 1/1/2021 need to be reviewed
for excessive increases and any
overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

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PORTLAND, ME

048 F010001

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 60 GRANT ST
PORTLAND, ME

048 D009001

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allowable increases under Sec.
6-234.

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refund any excess rent collected to
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Unit #1. Rent increases retro to
1/1/2021 need to be reviewed for
excessive increases and any
overage refunded to the tenant.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 45 STATE ST
PORTLAND, ME

044 B030001

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Unit #2. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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PORTLAND, ME 04101
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PORTLAND, ME

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 684 CONGRESS ST
PORTLAND, ME

055 E035001

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

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PORTLAND, ME

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 546 CUMBERLAND AVE
PORTLAND, ME

047 A007001

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6-234.

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Unit #6. Rent increases retro to
1/1/2021 need to be reviewed for
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 648 FOREST AVE
PORTLAND, ME

125 M004001

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(207) 756-8131

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City Code 6-233, 6-234	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234.	Landlords must reduce the rent to within the required amount and refund any excess rent collected to any tenants who were overcharged. Unit #3R. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages must be refunded to the tenant	6/24/2022

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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within the required amount and refund any excess rent collected to any tenants who were overcharged.

Units #1, #3 and #9. Rent increases retro to 1/1/2021 need to be reviewed for excessive increases and any overages refunded to the tenants.

CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 235 BRACKETT ST
PORTLAND, ME

055 C014001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Geoffrey Rice,

The City of Portland Permitting and Inspections Department inspected the above-referenced property on 6/3/2022 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 by **06/24/2022**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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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 6-233, 6-234	Landlords may not charge	Landlords must reduce the rent to	6/24/2022

more than base rent plus any allowable increases under Sec. 6-234.

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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PORTLAND, ME 04101
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RE: 291 BRACKETT ST
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 169 STATE ST
PORTLAND, ME

045 A029001

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

045 A002001

NOTICE OF VIOLATION AND ORDER TO CORRECT

To 657 Congress Llc,

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
PORTLAND, ME 04101

RE: 656 CONGRESS ST
PORTLAND, ME

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CITY OF PORTLAND
Permitting and Inspections Department

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657 CONGRESS LLC
ATTN: SHAWN SMITH 657 CONGRESS ST 1 SUITE FLOOR
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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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6/3/2022

RICE GEOFFREY & HAROLD ELLIOTT STERNBURG
ATTN: SHAWN SMITH 657 CONGRESS ST, 1ST FLOOR
PORTLAND, ME 04101
apartmentmart1952@gmail.com

RE: 51 STATE ST
PORTLAND, ME

044 B041001

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CITY OF PORTLAND
Permitting and Inspections Department

6/3/2022

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



Oct 11, 2023

Inspection RCI-111770-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 2 at
59 State St Portland, ME

Tenant was reimbursed \$752.16 for 24 months of overpayment.

The monthly rent going forward has been set to: \$1477.71

Comments:

Initials:

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



Oct 20, 2023

Inspection RCI-111781-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 22 at
59 State St Portland, ME

Tenant was reimbursed \$188.04 for 12 months of overpayment.

The monthly rent going forward has been set to: \$1600.00

Comments:

Initials: DL

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



Oct 25, 2023

Inspection RCI-111776-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 44-45 at
59 State St Portland, ME

Tenant was reimbursed \$452.41 for 15.5 months of overpayment.

The monthly rent going forward has been set to: \$1241.55

Comments:

Initials:

A large, stylized handwritten signature or set of initials, possibly "ZL", written in dark ink.

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



Oct 25, 2023

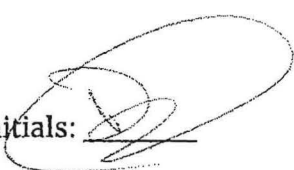
Inspection 113925-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 63 at
59 State St Portland, ME

Tenant was reimbursed \$250.00 for 10 months of overpayment.

The monthly rent going forward has been set to: \$1669.18

Comments:

Initials: 

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



Oct 11, 2023

Inspection **RCI-111768-2023** has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 67 at
59 State St Portland, ME

Tenant was reimbursed **\$612.96** for **24** months of overpayment.

The monthly rent going forward has been set to: **\$1669.18**

Comments:

Initials: _____

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



Jan 12, 2024

Inspection RCI-116917-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 212 at 655 Congress St.

Tenant(s) was reimbursed \$490.08 for 18 months of overpayment.

The monthly rent going forward has been set to: \$902.06

Comments:

New tenant in August 2023. Notices of reimbursement provided for previous and current tenants. Current rent amount corrected for unit 212.

Initials:



December 7, 2023

Code Case number BLDG2305814 has been closed.

The Licensing & Housing Safety Office has reached a decision for multiple units at

655 Congress St

Portland, ME

The monthly rent going forward has been set to: N/A

Comments:

Tenants received notices of reimbursement similar to the attached form. Notices were received for units:

203	321/322	627/628
204	323/324	701/702
206/208	325/326	707/708
209	327	709
211	405	710
214	410	718
222	411	720
303	501/502	723/726
306	503	727
308/309	510	728
311	601	810/811
312	603/604	817
315/317	610	821/822
320	620/622	826
		827

Initials: 

Trelawny 657, LLC
657 Congress Street
1st floor
Portland, Maine 04101
(207) 773-1814

November 22, 2023

██████████
██████████
655 Congress Street
Apartment ██████████
Portland Maine, 04101

Dear ██████████ and ██████████:

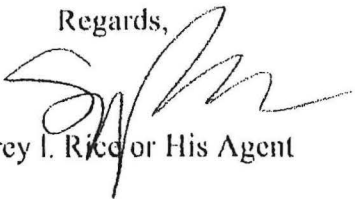
Beginning January 2023 all Tenants were asked to pay \$12.00 monthly for the usage of cooking gas. Per the Rent Board's determination made November 16, 2023, you are no longer required to pay this gas fee. We are reimbursing you for your previous payments. See below for your reimbursement amount,

January 2023	\$12.00
February 2023	\$12.00
March 2023	\$12.00
April 2023	\$12.00
May 2023	\$12.00
June 2023	\$12.00
July 2023	\$12.00
August 2023	\$12.00
September 2023	\$12.00
October 2023	\$12.00
November 2023	\$12.00

Total of \$132.00

Per our letter dated November 3, 2023, your December 2023 rent and majority of January 2024 rent have been credited to you. You can either use this credit of \$132.00 towards the remainder of your January 2024 rent or you can come to the office and we will issue a check for this amount.

Regards,


Geoffrey I. Rice or His Agent

655 Congress St

11/22/23

203	\$72.00
204	\$60.00
208	\$84.00
209	\$60.00
211	\$24.00
214	\$84.00
222	\$96.00
303	\$12.00
306	\$36.00
309	\$24.00
311	\$60.00
312	\$84.00
315	\$120.00
320	\$120.00
322	\$120.00
324	\$73.00
326	\$24.00
327	\$48.00
405	\$72.00
410	\$36.00
411	\$120.00
418	\$132.00
501	\$120.00
503	\$84.00
510	\$132.00
601	\$108.00
604	\$132.00
610	\$72.00
620	\$132.00
627	\$72.00
701	\$72.00
707	\$73.00
709	\$60.00
710	\$132.00
718	\$108.00
720	\$120.00
723	\$78.00
727	\$24.00
728	\$72.00
810	\$72.00
817	\$132.00
821	\$72.00
826	\$60.00
827	\$60.00
Total	
3,548.00	

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



Jan 12, 2024

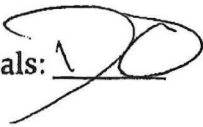
Inspection RCI-118308-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 404 at 655 Congress St.

Tenant(s) was reimbursed \$649.20 for 12 months of overpayment.

The monthly rent going forward has been set to: \$1,232.60

Comments:

Initials: 

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



Jan 12, 2024

Inspection RCI-118313-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 415-416 at 655 Congress St.

Tenant(s) was reimbursed \$363.25 for 5 months of overpayment.

The monthly rent going forward has been set to: \$1,130.75

Comments:

Initials:

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



Nov 6, 2023

Inspection RCI-113324-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 620-622 at
655 Congress St Portland, ME

Tenant was reimbursed \$2545.68 for 21 months of overpayment.

The monthly rent going forward has been set to: \$1334.03

Comments:

Initials:

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



Jan 12, 2024

Inspection RCI-118315-2023 has been closed.

The Licensing & Housing Safety Office has reached a decision for unit 723-726 at 655 Congress St.

Tenant(s) was reimbursed \$1,124.90 for 23 months of overpayment.

The monthly rent going forward has been set to: \$1,802.91

Comments:

Initials:



06/06/2024
Case Number: RCC2400010
Business License Number: 20182954

657 Congress LLC
ATTN: Sean Power
657 Congress St
Portland ME 04101

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Whom it May Concern,

The City of Portland Permitting and Inspections Department inspected the rental data for the located at 655 Congress St Unit 819 from **May 15, 2024 through June 6, 2024** 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 by **July 8, 2024**. Please be advised that penalties will be applied if the violations are not corrected by that date.

If you do not correct the attached violations by the date given, then this matter will be referred to the City of Portland Corporation Counsel for legal action, and you will be charged \$150 for re-inspection per the City's fee schedule. In the event of court action, the City may be entitled to an order to correct the violations, civil penalties in the minimum of \$100 per violation per day, costs and fees, and other relief under §1-15 of the City Code and 30-A M.R.S. §4452.

Please respond in writing via email to rentcontrol@portlandmaine.gov or send response by USPS to 389 Congress St, Portland, Maine 04101.

You have a right to appeal this decision to Superior Court within 30 days of the date of this notice pursuant to Rule 80B of the Maine Rules of Civil Procedure.

I appreciate your anticipated cooperation, and please contact our office by calling 207-874-8900 if you have any questions.

Thank you,

Adam O'Connor
Rental Registration Inspector



NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	In June of 2021 the rent for this unit was \$1,000/month. In June of 2022 the rent for this unit was increased by \$97.93 to \$1,097.93/month. The Rent Stabilization Ordinance states that rent cannot be raised within 12 months. The rent shall be reduced to \$1,097.93 and remain the charged rent until May 31, 2023. The maximum rent allowable by ordinance starting June 1, 2023 was \$1,207.72. The rent shall be reduced to \$1,207.72 until at least May 31, 2024 An overcharge in rent was calculated as \$1,238.28. Calculation contained on following page. The tenant must be made whole by reimbursing the amount overcharged Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	07/08/2024



Unit 819 Rent Control Adjustment Calculation				
Month - Year	Paid	Correction	Overpay	Notes
Oct-22	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Nov-22	\$ 700.00	\$ 602.79	\$ 97.21	
Dec-22	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Jan-23	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Feb-23	\$ 1,275.00	\$ 1,097.93	\$ 177.07	
Mar-23	\$ 1,046.91	\$ 1,097.93	\$ (51.02)	
Apr-23	\$ 1,233.53	\$ 1,097.93	\$ 135.60	
May-23	\$ 1,233.53	\$ 1,097.93	\$ 135.60	
Jun-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Jul-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Aug-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Sep-23	\$ 1,200.47	\$ 1,207.72	\$ -	Exempt - Rental Assistance
Oct-23	\$ 1,200.47	\$ 1,207.72	\$ -	Exempt - Rental Assistance
Nov-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Dec-23	\$ 1,233.53	\$ 1,207.72	\$ 25.81	
Jan-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	
Feb-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	Removed late fee of 96.99
Mar-24	\$ 1,241.00	\$ 1,207.72	\$ 33.28	Removed late fee of 32.45
Apr-24	\$ 1,224.48	\$ 1,207.72	\$ -	Exempt - Rental Assistance
May-24	\$ 1,224.48	\$ 1,207.72	\$ 16.76	
Total	\$ 24,021.43	\$ 22,780.94	\$ 1,238.28	



Rent Control- City of Portland <rentcontrol@portlandmaine.gov>

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

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Aug 7, 2024 at
1:04 PM

To: Rent Board <rentboard+noreply@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Dylan Orr
<dorr@portlandmaine.gov>, aoconnor@portlandmaine.gov, Rent Control- City of Portland
<rentcontrol@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

To Chair Moore,

Please see additional attached documents pertaining to our complaint to be heard on August 19. These documents pertain to both 655 Congress and 59 State Street. One is a list of all the documented cases of violations our landlord has committed in regard to rent control from 2021-2024. The second are most of the actual notices of violation he has received and/or the agreements he has made to fix said violations.

Also, we wish to amend a small portion of our original complaint to request that, should Mr. Rice be found in violation of the "substantial non-compliance" section of the ordinance, that rents be set back to December 9, 2022, the date this provision went into effect. We listed January 1, 2023 in our complaint, but this provision actually went into effect 30 days after the November 8, 2022 election.

Finally, as we are sure you are aware, our landlord was recently found, by a jury in Superior Court, to have retaliated against one of our members for their participation in this union. To that end, you can imagine that there are some members who are concerned about speaking up too forcefully. We are not sure if there is any way to protect the identities of those who testify during the public hearing on August 19, but we ask that you consider any possible means. While 22 of us signed the complaint submitted to the rent board, many, many more, as the documentation shows, have suffered from our landlord's skirting of the law.

Thank you for your attention to this matter. Please let us know if you have any questions and what you decide in regard to protecting our members from future retaliation.

TTU Steering Committee & tenants of Geoffrey Rice/Apartment Mart

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.



Trelawny Tenants' Union

RENT BOARD HEARING

**MONDAY, AUGUST 19,
2024**



WHO WE ARE

Trelawny Tenants' Union was founded to provide mutual aid and to protect our rights as tenants.

We represent all tenants in buildings owned by Geoffrey Rice and/or managed by Apartment Mart

– 300 units at 23 properties.



WHY WE ARE HERE

We are submitting a complaint on behalf of all tenants at 655 Congress and 59 State, pursuant to the standing granted to tenant unions under section 6-243(a) of the city code:

“Any Tenants Union shall have standing as a party to assert the rights or interests of ANY Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding ...” (emphasis added)



WHY WE ARE HERE

Our complaint centers on Mr. Geoffrey Rice's substantial non-compliance with RSO Sec 6-234(f):

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



WHY WE ARE HERE

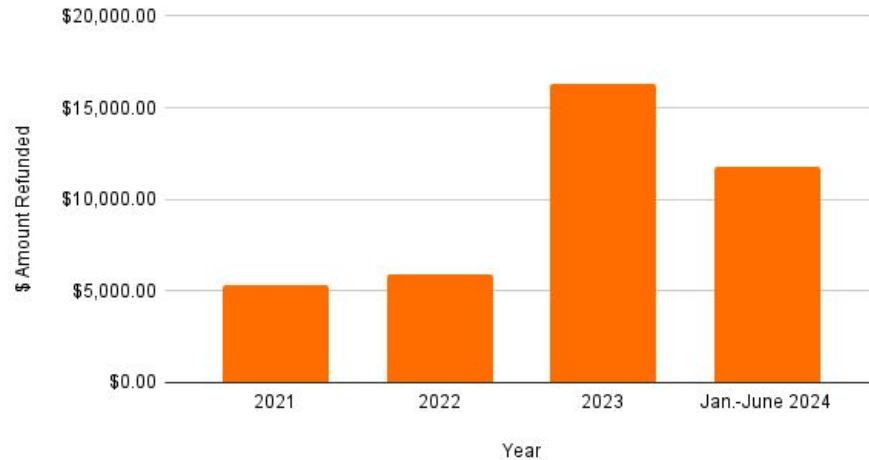
Our landlord has never been in compliance with the RSO.

- ⇒ Since 2021, Rice has been ordered to **return more than \$39,000** in overcharged rent (in just the documented cases) and has had **over 165 violations**. This does not include those that were stopped before the violation went into effect.
- ⇒ Since 2023, we've identified **about 117 violations of the RSO** which have incurred **over \$15,000 in overcharges** at 59 State and 655 Congress.

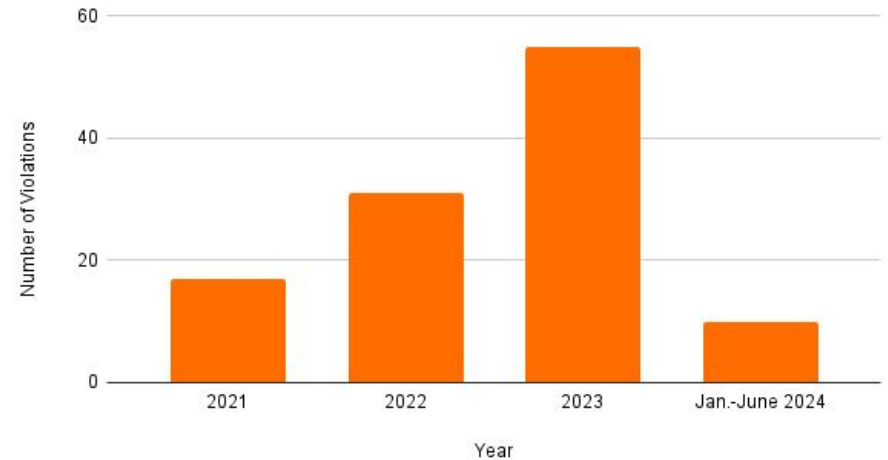


HISTORY OF NON-COMPLIANCE

\$ Amount Refunded vs. Year



Number of Violations vs. Year





2023-2024

VIC - VIOLATIONS

**From Dec. 2022 -
June 2024 78% of
units in 59
State/655
Congress have a
known violation.**

Total Known Tenants Affected by Violations

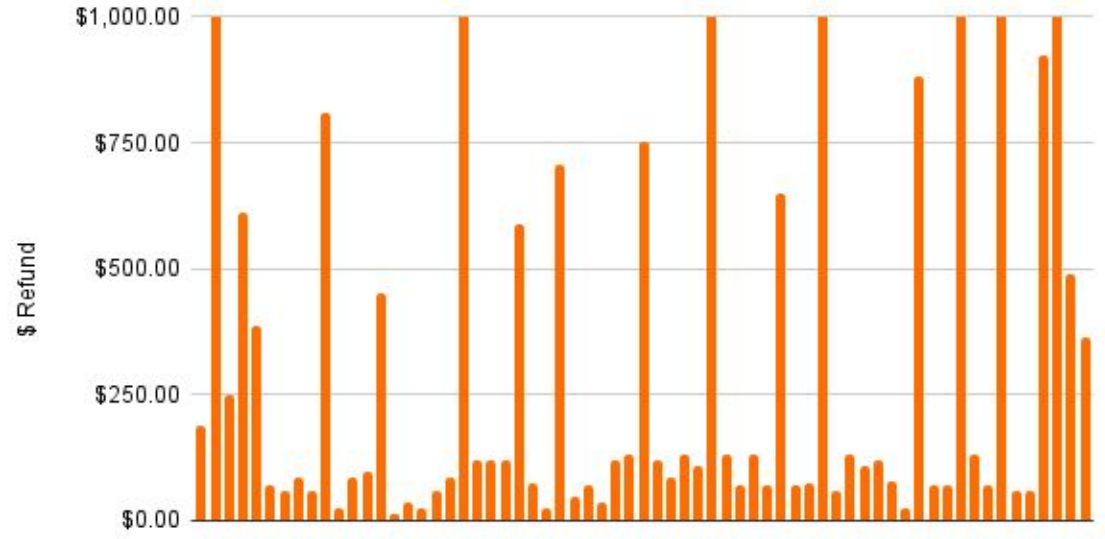


(117 of approx. 149 total units)

KNOWN OVERCHARGES BY UNIT



Known Refunds by Unit



- ⇒ **117 units**
overcharged.
- ⇒ **\$15,700 returned.**
- ⇒ **656 overpayments**
made by tenants

VIOLATION EXAMPLES



59 State Unit 23

⇒ Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”

(2017) 110-1014
March 30, 2023

[REDACTED]
59 State Street
Apartment No. 23
Portland, Maine 04101

Dear [REDACTED]

Because of nonpayment of your rental according to the terms of your Lease dated April 16, 2018, your tenancy is terminated as of 7:30 AM on April 13, 2023. Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in your share of your rental in the amount of \$3,425.84 This consists of:

Rent Owed:	
June 2022 balance	\$ 19.43
March 2023	\$1,669.43
April 2023	\$1,669.43
Total	\$3,358.29
4% Late Fee	\$ 67.55
	\$3,425.84

VIOLATION EXAMPLES



59 State Unit 23

- ⇒ Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”
- ⇒ Turns out **Rice owed tenant \$3354.86 due to an illegal increase** in 2021, and the rent reset back to 1652.76

Rent	Change	Time
\$1,425.00	N/A	6/1/18
\$1,450.00	1.75%	5/1/19
\$1,460.00	0.69%	4/7/20
\$1,550.00	6.16%	5/1/21
\$1,669.43	7.71%	6/1/22
\$1,751.24	4.90%	4/1/23



We got this one corrected without having to go through HSO.

VIOLATION EXAMPLES



655 Congress Unit 620

⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.

TRELAWNY 657, LLC

657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101
[REDACTED]

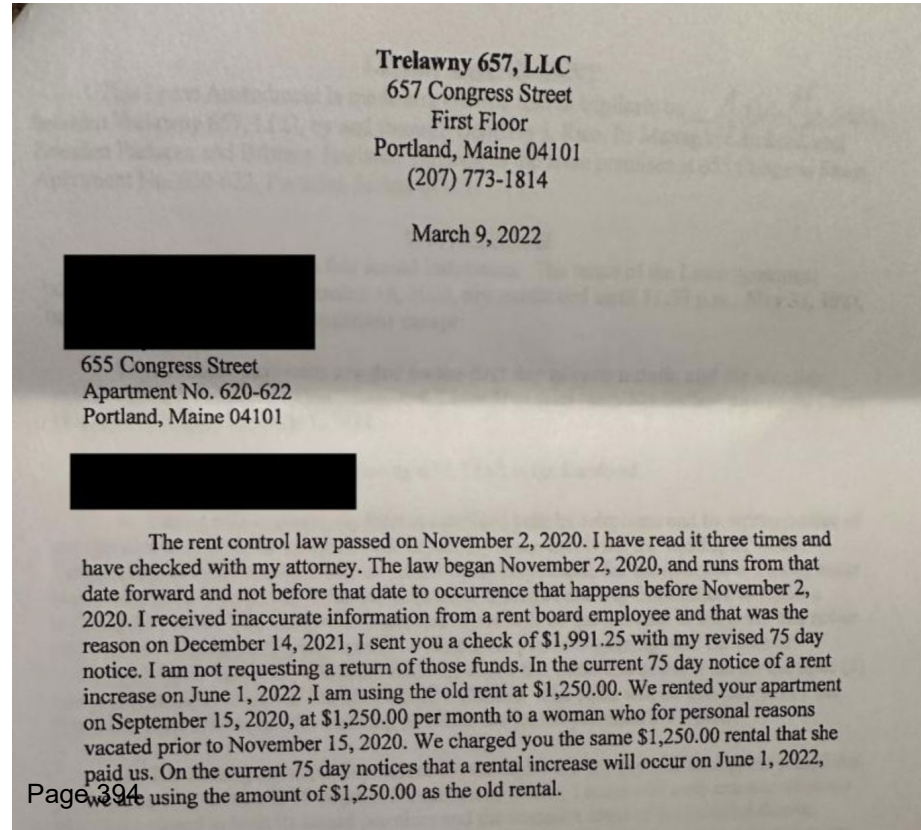
Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

VIOLATION EXAMPLES

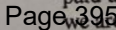


655 Congress Unit 620

- ⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.
- ⇒ 3 months later, he **un-complies**.



- ⇒ Rice is **ordered to fix** the rent on this unit based on one of our complaints and he did.
- ⇒ 3 months later, he **un-complies**.
- ⇒ TTU finds out, files another complaint, HSO sent a **new NOV**



VIOLATION EXAMPLES



Between Jan. & March, 2024, we looked at 5 leases for 59 State. Four had issues (80%) and three tenants were refunded almost \$5,000.

1. Unit 8 – **Wrong base rent**
2. Unit 33 – **\$922.60 refund**
3. Unit 43 – **\$2812.41 refund**
4. Unit 46 – **\$997.62 refund (2 tenants)**
5. Unit 48 – **No issues :)**

IT'S NOT JUST 655 AND 59



These violations extend to almost every other property Rice owns.

In 2022, we submitted a complaint flagging 14 other buildings (not 59 State or 655 Congress). 11 of those buildings had illegal rent increases covering 27 units.

Building	Unit #	Jun 2020	Jan 2021	% Increase	Code Case #	Violation?
51 State	11	\$1,100.00	\$1,148.00	4.36%	BLDG2204019	Yes
	8	\$995.00	\$1,015.00	2.01%	BLDG2204019	Yes
	12	\$1,015.00	\$1,025.00	0.99%	BLDG2204019	Yes
	9	\$655.00	\$660.00	0.76%	BLDG2204019	Yes
656 Congress	304	\$865.00	\$1,050.00	21.39%	BLDG2204020	Yes
	201	\$1,121.00	\$1,308.00	16.68%	BLDG2204020	Yes
	204	\$995.00	\$1,125.00	13.07%	BLDG2204020	Yes
	207	\$645.00	\$725.00	12.40%	BLDG2204020	Yes
	403	\$650.00	\$675.00	3.85%	BLDG2204020	Yes
169 State	301	\$1,100.00	\$1,125.00	2.27%	BLDG2204020	Yes
	3	\$925.00	\$975.00	5.41%	BLDG2204021	Yes
	4	\$750.00	\$775.00	3.33%	BLDG2204021	Yes
291 Brackett	2	\$1,500.00	\$1,675.00	11.67%	BLDG2204022	Yes
235 Brackett	9	\$1,000.00	\$1,050.00	5.00%	BLDG2204023	Yes
	1	\$1,150.00	\$1,200.00	4.35%	BLDG2204023	Yes
	3	\$860.00	\$875.00	1.74%	BLDG2204023	Yes
	3	\$960.00	\$975.00	1.56%	BLDG2204023	Yes
648 Forest	3R	\$1,450.00	\$1,550.00	6.90%	BLDG2204024	Yes
546 Cumberland	6	\$1,250.00	\$1,275.00	2.00%	BLDG2204025	Yes
197 Pleasant	1	\$1,125.00	\$1,150.00	2.22%	BLDG2204026	No - based on beginning of tenancy
	4	\$1,125.00	\$1,150.00	2.22%	BLDG2204026	No - based on beginning of tenancy
684 Congress	6	\$975.00	\$1,175.00	20.51%	BLDG2204027	Yes
	9	\$1,000.00	\$1,125.00	12.50%	BLDG2204027	Yes
	1	\$1,070.00	\$1,175.00	9.81%	BLDG2204027	Yes
	3	\$1,000.00	\$1,095.00	9.50%	BLDG2204027	Yes
	2	\$1,175.00	\$1,195.00	1.70%	BLDG2204027	Yes
40 High	1	\$1,425.00	\$1,450.00	1.75%	BLDG2204028	No - based on beginning of tenancy
	3	\$1,250.00	\$1,270.00	1.60%	BLDG2204028	No - based on beginning of tenancy
45 State	2	\$1,120.00	\$1,200.00	7.14%	BLDG2204029	Yes
	2	\$1,350.00	\$1,375.00	1.85%	BLDG2204029	Yes
103 Highland	1	\$1,010.00	\$1,050.00	3.96%	BLDG2204030	No - based on beginning of tenancy
	5	\$1,195.00	\$1,200.00	0.42%	BLDG2204030	No - based on beginning of tenancy
60 Grant	1	\$565.00	\$595.00	5.31%	BLDG2204031	Yes
52 Sherman	2	\$985.00	\$1,125.00	14.21%	BLDG2204032	Yes
	4	\$1,100.00	\$1,125.00	2.27%	BLDG2204032	Yes



WHAT WE ARE ASKING

FOR

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

Our landlord was clearly "not in substantial compliance" at either 59 State or 655 Congress from Dec. 2022 through June, 2024. All rents at these properties should be rolled back to Dec. 2022 levels until Mr. Rice proves full compliance at both properties through a thorough and transparent audit.



WHAT WE ARE ASKING

FOR

⇒ Roll back the rents to the Dec. 2022

ALL Rice properties and tenants are affected

Due to the significant number of errors uncovered at these two properties, and the number of errors uncovered at a dozen other properties, we also ask the board to consider rolling back rents at all of Mr. Rice's properties to Dec. 2022 levels until Mr. Rice can prove to HSO that all units are compliant.

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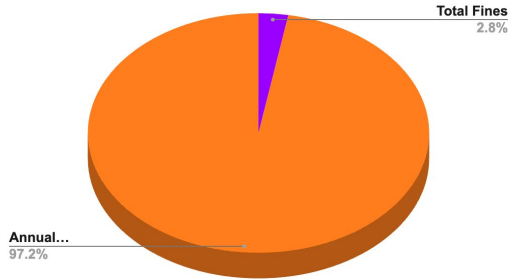


WHAT WE ARE ASKING

FOR Fines

Fine vs. Annual Landlord Rent

(Fees collected from 59 State Street and 655 Congress Street Tenants)



Similar to previous Board rulings, we believe \$100 every time an illegal rent was collected is merited. At a minimum.

Building	Apt #	Months Overcharged	FINE
59 State	1	29	\$2,900
	2	29	\$2,900
	22	12	\$1,200
	31	41	\$4,100
	45	15	\$1,500
	62	38	\$3,800
	63	10	\$1,000
655 Congress	67	24	\$2,400
	212	18	\$1,800
	404	13	\$1,300
	415-416	28	\$2,800
	602	28	\$2,800
	620-622	21	\$2,100
	723-726	24	\$2,400
Gas Fee	819	21	\$2,100
		278*	\$27,800
TOTAL			\$62,900

This fine structure comes out to \$62,900, less than 3% of what Mr. Rice takes in annually in rent from these two properties. In total, Mr. Rice collects almost \$5 million from tenants every year.



IN CONCLUSION

At first, we believed these were just mistakes. Despite our offers of help being mostly rejected, we continued to believe it was simply his incompetence at learning a new law.

But after almost four years of our landlord using lawyers and legalese to scare tenants and evictions to intimidate, it is clear that his attempts to overcharge tenants is both malicious and predatory.

We hope you will help us.



Trelawny Tenants' Union

Thank you!

We request that all documents and communications pertaining to this investigation be made public upon completion.

Re: Additional Information Requested for 59 State St and 655 Congress St Tenant's Rights Appeals

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>
To: Rent Control- City of Portland <rentcontrol@portlandmaine.gov>
Cc: Buddy Moore <buddymoore.rentboard@gmail.com>

Sat, Aug 31, 2024 at 3:03 PM

Understood. Sorry to do this, but with that timeline in mind, we would like to request that our hearing be placed on the agenda of the Sept. 25th meeting if possible. We just want to make sure we have everything the board needs for final deliberation. Please let us know if that is possible and by what day material would need to be submitted for the meeting on the 25th.

On Fri, Aug 30, 2024 at 2:27 PM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

Our office is required to provide a Notice of Public Meeting to all interested parties at least 7 days in advance of the hearing, which would fall on September 11th. The notices contain the information and materials being presented at the hearing. In order to meet the deadline, these notices must be sent via USPS by Monday, September 9th *at the latest*.

Thank you

On Fri, Aug 30, 2024 at 12:37 PM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Thank you for letting us know. Sept 6 is a little faster than we expected for having to submit additional information for a Sept 18 meeting. Is there any way we could have until Sept. 13?

Thanks.

TTU

On Thu, Aug 29, 2024 at 10:13 AM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

The tabled rent increase appeal submitted by Trelawny Tenants Union for the properties located at 59 State St and 655 Congress St has been scheduled to resume at a special Rent Board meeting on Wednesday, September 18, 2024 at 5:00 pm. The meeting will be remote and held via Zoom.

Please submit any previously requested documents or materials by **8:00 am Friday, September 6, 2024** so that any new information can be provided in the public notices being sent to interested parties.

The agenda with the Zoom link will be posted by Friday, September 13, 2024.

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

Thank you

On Mon, Aug 26, 2024 at 3:31 PM Rent Control- City of Portland <rentcontrol@portlandmaine.gov> wrote:

Hello,

Please see below for the information requested by the Rent Board for the next hearing for the appeals for 59 State St and 655 Congress St. The Board will be scheduling the next hearing at the upcoming meeting on August 28th.

1) From the appellant: Any additional information regarding potential violations not included in their initial appeal submission document.

2) From the defendant: Any evidence or information regarding internal audits or any system that has been put in place to prevent overcharges in rent and/or violations of City ordinances.

3) From both the appellant and defendant: any evidence, information, or arguments they would like to provide to the Board regarding the issue of "standing."

Thank you

--

Licensing and Registration
[389 Congress Street](#)
Portland, Maine 04101
rentcontrol@portlandmaine.gov
207-874-8900

--

Licensing and Registration
[389 Congress Street](#)
Portland, Maine 04101
rentcontrol@portlandmaine.gov
207-874-8900

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

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Licensing and Registration
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Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

Sept 13, 2024

Portland Rent Board

Mr. Buddy Moore

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Moore,

Attached to this letter please find documents responsive to Rent Board requests made on Aug. 18 during the initial hearing of our July 3 complaint asserting the rights of all tenants at 655 Congress and 59 State regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO) as per Sec 6-234 (f). We will walk through these documents in detail and be available to answer questions at the Sept. 25 hearing.

First, a quick note on our asserting the rights of all tenants in these buildings. While we have attached a detailed memo outlining why our standing to assert these rights is irrefutable (see point one below and Attachment A), a question was raised at the last meeting, "What if a tenant came forward and did not want TTU asserting their rights?" In such an instance, we would, of course, accommodate said tenant (although we would still expect the city to protect that tenant from any uncovered violations as per the law).

However, we note for the board that no tenants have made such a request that we are aware of. Not directly to us nor directly to the rent board or HSO through written or verbal public comment. This remains true despite every tenant having been made aware of this complaint in writing at least four times (twice by us and twice by the city who has mailed notices to all tenants of our full complaint and hearing opportunities), multiple times through our online tenant union portal, and through direct conversations when knocking on doors.

In short, not a single tenant has asked that we not assert their rights, despite having multiple opportunities to do so. Therefore, we remain steadfast in demanding that the rent board rule on behalf of all tenants in these buildings, including those uncomfortable exposing themselves to the retaliation our landlord has already engaged in.

Documents attached are as follows:

- 1) In response to the rent board's request, we include a letter from attorney Ben Gaines on behalf of DSA for a Livable Portland and the Portland Tenants Union outlining why tenant unions have standing to assert the rights of **any** tenants whose rights have been violated under the rent stabilization ordinance. (Attachment A)
- 2) In response to the rent board's request for additional violations that may be ongoing, we include a Notice of Violation from the Housing Safety Office dated August 28, 2024 detailing an additional 46 violations at 35 units in 655 Congress Street. (Attachment B)

- 3) In response to the rent board request for evidence that our landlord is not allowing us to determine if additional violations are occurring, we include an email we sent August 27th asking to review certain leases we were told we could review. As of the date of this letter, we have received no response. (Attachment C, pasted below)
- 4) We also include a list of all units that received rent increases during the period when Mr. Rice was out of substantial compliance. These increases were “demand[ed], accept[ed] or retain[ed]” while he was substantially non-compliant in other respects, but might have been “otherwise permitted.” In many cases, the increases may have exceeded allowable levels (because Mr. Rice was grossly non-compliant), but were partially “otherwise permitted” and therefore partially governed by the Sec 6-234(f) prohibition. This is the list of tenants for whom we are asserting their rights and for whom we request you set their rents back to the verified Dec, 2022 level, with no “bank” accumulation from either year being permitted, assuming the rent on said unit has not been lowered further by HSO action due to previous violations. (Attachment D, pasted below).
- 5) Attachment E is the slide show we presented on July 18, which we officially submit for the record.

Thank you.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, and Tom Baldwin.

TTU Steering Committee & tenants of Geoffrey Rice

Attachment C - Communication with Mr. Rice that ended with Mr. Rice failing to allow us to review leases to determine if there were additional violations.

On Wed, Jul 3, 2024 at 1:09 PM Apartment Mart <apartmentmart1952@gmail.com> wrote:

Good afternoon,

Attached is the audit we performed for the 2 bedroom apartments at 59 State Street. The only apartment where a refund was needed was with apartment 66. This is when we were following the Cities recommendation of making a new lease when an additional tenant resided in the unit.

Best,

Sean Power

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

On Mon, Jul 8, 2024 at 12:50 PM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Sean,

Thanks for your work on this and for sending. Not sure how to proceed, but if we have questions about any of these, will we be allowed to see the actual leases? Thanks.

TTU Steering Committee

On Mon, Jul 8, 2024 at 3:02 PM Apartment Mart <apartmentmart1952@gmail.com> wrote:

Yes! If you have any questions and want to review the leases, we can arrange a time for you to come in and do so.

Apartment Mart
Residential Rentals
Portland & Biddeford
P: 207-773-1814
F: 207-773-5528

On Tue, Aug 27, 2024 at 7:32AM Trelawny Tenants Union <trelawnytenantsunion@gmail.com> wrote:

Sean,

We've looked over the list and would like to review four of the apartments: units 6, 36, 63, and 66. We would also like to review unit 24/25 which was the start of this complaint. Let us know when it would be good to come down. Thanks!

TTU Steering

Attachment D - List of all units in 59 State Street and 655 Congress that received rent increases during the period when Mr. Rice was out of substantial compliance. These increases were “demand[ed], accept[ed] or retain[ed]” while he was substantially non-compliant in other respects, but *might* have been “otherwise permitted.”

59 State Street (47 units)		
Unit	Nov. 2022 Rent	Rent Increased
1	\$1,069.74	Yes
2	\$1,386	Yes
3	\$1,525	Yes
6	\$1,455.62	Yes
7	\$1,226.16	Yes
8	\$1,284	Unknown
21	\$1,200	Yes
22	\$1,528.33	Yes
23	\$1,575.56	Yes
24	\$990	Yes
25	\$990	Yes
26	\$1,565.13	Yes
27	\$1,650	Yes
28	\$1,106.21	Yes
31	\$1,147.93	Yes
32	\$1,319.81	Yes
33	\$1,775	Yes
34	\$885.50	Yes
35	\$885.50	Yes
36	\$1,726.80	Yes
37	\$1,421.72	Yes
38	\$1,137.50	Yes
41	\$1,194.97	Yes
42	\$1,512.98	Yes
43	\$1,668.13	Yes
44	\$1,194.18	Yes
45	\$1,050	Yes
46	\$1,571.39	Yes
47	\$1,512.98	Yes
48	\$1,226.16	Unknown
51	\$1,220.94	Yes

52	\$1,408.68	Yes
53	\$1,617.28	Yes
54	\$1,199.18	Unknown
55	\$1,199.18	Unknown
56	\$1,643.36	Yes
57	\$1,507.77	Yes
58	\$1,252	Yes
61	\$1,304.38	Yes
62	\$1,539.06	Yes
63	\$1,550	Yes
64	\$1,121.86	Yes
65	\$1,121.86	Yes
66	\$1,575	Yes
67	\$1,565.13	Yes
68	\$1,064	Yes
69B	\$1,324.36	Yes

655 Congress Street (102 units)		
Unit	Nov. 2022 Rent	Rent Increased
202	\$1,366.98	Yes
203	\$1,000	Yes
204	\$1,010.86	Yes
205	\$0	EXEMPT
206-208	\$1,363	Yes
209	\$1,176	Yes
211	\$884.51	Yes
212	\$849.42	Yes
214	\$812.40	Yes
215-217	\$1,050	EXEMPT
218	\$1,121	EXEMPT
220-221	\$1,144.60	Yes
222	\$787.73	Yes
223-226	\$1,475	Unknown
227-228	\$1,025	Yes
302	\$1,340.01	EXEMPT
303	\$1,100	Yes

304	\$1,016.08	Yes
305-306	\$1,158.86	Yes
307	\$980	Yes
308-309	\$1,241.63	Unknown
310	\$813.93	Yes
311	\$818.62	Yes
312	\$844.70	Yes
314	\$844.70	Yes
315-317	\$1,320	Yes
318	\$1,264.74	Yes
320	\$673	Yes
321-322	\$1,182.50	Yes
323-324	\$1,039.50	Yes
325-326	\$1,092.72	Yes
327	\$984.50	Yes
401-402	\$1,121	EXEMPT
403	\$1,042.15	Yes
404	\$1,175.02	Yes
405	\$973	Yes
406-407	\$863.50	Yes
408-409	\$1,371.85	Yes
410	\$882.20	Unknown
411	\$756.04	Yes
412-414	\$1,097.93	Yes
415-416	\$1,094	Yes
417	\$786.50	Yes
418	\$1,209.63	Yes
420	\$688.65	Yes
421-422	\$1,150.08	Yes
423-426	\$1,644.89	Yes
427-428	\$1,050	Yes
501-502	\$1,313.92	Yes
503	\$1,016.08	Yes
504	\$995.22	Yes
505-506	\$1,204.84	Yes
507-508	\$1,121	EXEMPT
509	\$848.66	Yes
510	\$813.41	Yes

511	\$852.26	Yes
512-514	\$1,320	Yes
515-517	\$1,386	Yes
518	\$1,287.02	Yes
520-522	\$1,121	EXEMPT
523-526	\$1,850	Yes
527-528	\$1,200	Yes
601	\$992.92	Yes
602	\$1,050	Yes
603-604	\$825	Yes
605-606	\$1,341.73	Yes
607-608	\$764.50	Yes
609	\$844.70	Yes
610	\$750.80	Yes
611-614	\$1,308.72	Yes
615-617	\$1,056	Yes
618	\$980	Unknown
620-622	\$1,212.75	Yes
623-626	\$1,512.50	Yes
627-628	\$1,235.71	Yes
701-702	\$1,392.16	Yes
703	\$1,068.23	Yes
704	\$1,119.67	Yes
705-706	\$1,371.85	Yes
707-708	\$1,092	Yes
709	\$787.33	Yes
710	\$745.61	Yes
711	\$984.50	Yes
712-714	\$1,209.93	Yes
715	\$1,075	Yes
717	\$921.45	Unknown
718	\$1,321.75	Yes
720	\$683.43	Yes
721-722	\$1,050	Yes
723-726	\$1,550	Yes
727	\$950	Yes
728	\$927.17	Yes
808-809	\$1,400	Yes

810-811	\$1,312.50	Yes
812	\$844.70	Yes
815-816	\$1,375	Yes
817	\$1,125	Yes
819-820	\$1,146.16	Yes
821-823	\$1,228	Yes
823-825	\$1,300	Yes
826	\$935	Yes
827	\$860.34	Yes

MEMORANDUM

TO: Members of the Portland Rent Board
FROM: Benjamin Gaines, on behalf of the Maine DSA Livable Portland Committee and the Portland Tenants Union
DATE: September 13, 2024
RE: Tenants Union Standing

As you know, at elections held in 2020, 2022, and 2023, the voters of Portland adopted, strengthened, and then protected the City’s rent control ordinance, codified in Titles XII and XIII of Chapter 6 of the City Code of Ordinances. The Maine Democratic Socialists of America (“DSA”) led the campaigns in support of rent control at each of those elections. The Livable Portland Committee (“LPC”) was formed by Maine DSA to run the 2022 and 2023 campaigns and, among other purposes, serves to protect and monitor the enforcement of Portland's rent control ordinance. The Portland Tenants Union (“PTU”) is another Maine DSA formation, begun this year, consistent with Portland City Code Sec. 6-232, as a “committee . . . of any kind, whatsoever, in which tenants participate, and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions or any matter related to the Landlord-tenant relationship, including but not limited to the rights and interests of tenants under [Chapter 6 of the Portland City Code].”

At the Rent Board’s August 21 hearing regarding the complaints brought before it by the Trelawny Tenants Union (“TTU”), the Board was advised by counsel that it is “a fundamental principle of administrative law, of constitutional law that an organization's standing is limited to its membership.” **This is false.** There is no

support for the advice this Board received to be found anywhere in Maine caselaw.

This memorandum will show that when it comes to standing of the parties coming before it, the Board is bound by the plain text of its governing ordinance, and that this ordinance intentionally uses crystal clear language to grant exceptionally broad standing to tenants unions bringing cases before the Board to assert the rights and interests of any or every tenant whose rights and interests have been violated.

I. Third-Party Standing in Maine

“In Maine, standing is prudential, **not constitutional.**”¹ This is because “[u]nlike the language of article III, section 2 of the United States Constitution, the Maine Constitution contains no ‘case or controversy’ requirement.”² This is black-letter law. When courts refer to standing as “prudential,” they simply mean that it is a judge-made rule, “involving the principle of judicial self-restraint by which the courts avoid interference with other branches of government.”³

One prudential rule of standing is the “*general rule* . . . that a litigant may not assert the constitutional rights of third parties.”⁴ But it is just that: **a general**

¹ *Black v. Bureau of Parks & Lands*, 2022 ME 58, ¶ 27, 288 A.3d 346 (emphasis added); see also *Collins v. State*, 2000 ME 85, ¶ 11, 750 A.2d 1257, 1261 (Calkins and Dana, JJ., concurring) (Maine standing jurisprudence is prudential, not constitutional).

² *Roop v. City of Belfast*, 2007 ME 32, ¶ 7, 915 A.2d 966.

³ *Seven Islands Land Co. v. Maine Land Use Reg. Comm’n*, 450 A.2d 475, 484 (Me. 1982) (Nichols and Wathen, JJ., concurring).

⁴ *Common Cause v. State*, 455 A.2d 1, 6 (Me. 1983) (emphasis added).

rule, not a fundamental rule, and there are “**a number of exceptions**.”⁵ At the federal level, the “the most prominent” of these exceptions recognized by the United States Supreme Court is that “Congress **may remove it by statute**.”⁶

II. Standing at the Municipal Level

Similarly, in Maine “[j]ust what particular interest or injury is required for standing purposes and the source of that requirement—whether statutory-or common law-based—varies based on the type of claims being alleged.”⁷ For instance, in the state administrative context, “[w]hether a party has standing depends on the wording of the specific statute involved.”⁸ Accordingly, at the municipal level, because standing “**depends on the language of the governing ordinance**, we must interpret and apply the relevant sections of the Ordinance.”⁹ And to be sure, “**a municipality can set its own more liberal rules. . . .**”¹⁰

Portland’s Rent Board is entirely the creation of ordinance, and it has no authority to depart from the more liberal rules of standing contained in that ordinance.

⁵ *Id.* at 7 (emphasis added).

⁶ *Warth v. Seldin*, 422 U.S. 490, 509 (1975).

⁷ *Black*, 2022 ME 58, ¶ 27 (quoting *Bank of Am., N.A. v. Greenleaf*, 2014 ME 89, ¶ 7, 96 A.3d 700, 704).

⁸ *Lindemann v. Comm’n on Governmental Ethics & Election Pracs.*, 2008 ME 187, ¶ 9, 961 A.2d 538, 542.

⁹ *Upstream Watch v. City of Belfast*, 2023 ME 43, ¶ 12, 299 A.3d 25, 30.

¹⁰ *Id.* ¶ 24.

III. Examples in Similar Contexts

There are myriad examples of parties given standing by statute or ordinance who otherwise might not satisfy prudential rules of court, but here are a few that the Board should find relevant:

- Disability Rights Maine is conferred “standing to sue on behalf of individuals with mental illness and developmental disabilities.”¹¹ This standing is rooted in statute, 5 M.R.S. § 19505(3), which grants it authority to “pursue administrative, legal and other appropriate remedies on behalf of persons with disabilities.”
- The False Claims Act, 31 U.S.C. §§ 3729-3733, like other *qui tam* statutes dating back to the founding of the republic, authorizes a private party to bring suit on behalf of the public.¹²
- The Fair Housing Act, 42 U. S. C. § 3601 *et seq.*, allows “tenants of the same [apartment complex]” to sue for monetary, injunctive and declaratory relief, even when they themselves are not the direct victims of housing discrimination.¹³
- The Town of Belfast allows any “person whose land is directly or indirectly affected by the granting or denial of a permit or variance . . . or a person

¹¹ See *Risinger v. Concannon*, 117 F. Supp. 2d 61, 69 (D. Me. 2000); see also *Doe v. Rowe*, 156 F. Supp. 2d 35, 58 (D. Me. 2001) (similarly finding standing conferred on DRM to pursue claims under Title II of the Americans with Disabilities Act).

¹² See *Vt. Agency of Nat. Res. v. United States ex rel. Stevens*, 529 U.S. 765, 768-69 & n.1 (2000)

¹³ *Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 209 (1972).

whose land abuts land for which a permit or variance has been granted.”
to bring a case before its Zoning Board of Appeals, dispensing with the
normal prudential particularized injury requirement entirely.¹⁴

Note especially, that in some cases Disability Rights Maine might be called upon to represent individuals who legally lack the mental capacity to contract for or consent to representation. And in constitutional or class action cases, it is altogether commonplace for plaintiffs to invoke the interests of and seek relief for broad groups of entire strangers.¹⁵ **None of these examples, nor any others in Maine caselaw, state that third-party standing cannot be conferred without an express request or consent from the third parties themselves.**¹⁶

One thing that the Board should be clear of is that this is **NOT** an issue of “associational standing.” Associational standing is another prudential rule that generally allows, “*in the absence of contradictory language in an ordinance, that a group may show standing if at least one member has standing.*”¹⁷ This is why, *prior to the adoption of section 6-243*, the Board recognized TTU’s power to bring a complaint on behalf of its members.¹⁸ As a prudential rule, just like the broader rule

¹⁴ *Upstream Watch*, 2023 ME 43, ¶ 16, 299 A.3d 25, 30.

¹⁵ See e.g. *Eisenstadt v. Baird*, 405 U.S. 438 (1972).

¹⁶ A hypothetical issue has been raised of a tenant who expressly opposes having TTU assert their interests, but 1) that is a policy concern for the voters who approved this ordinance, not the Board, and it has been unambiguously resolved in favor of the tenants union nonetheless being empowered to assert those interests; and 2) it is a red herring, as there is no such tenant before the Board.

¹⁷ *Upstream Watch*, 2023 ME 43, ¶ 18, 299 A.3d 25, 30-31 (emphasis added).

¹⁸ Rent Board Decision in re: 655 Congress Street, ¶ 10 (Feb. 23, 2022).

against third-party standing, **it can be overridden by statute or ordinance.**

Moreover, no one disputes whether “at least one member” of TTU has standing here.¹⁹ Rules of associational standing cannot support the advice given by the Board’s counsel.

IV. The Plain Language of the Tenants Union Standing Ordinance.

In 2022, the voters of Portland set their “own more liberal rules” for standing when they voted to amend the rent control ordinance. As you are aware, voters then approved provisions that defined the term “Tenants Union” and then created a special rule in section 6-243(a) providing that “[a]ny Tenants Union shall have standing as a party to assert the rights or interests of *any* Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before . . . the Rent Board” This provision is exactly as broad as it appears, and intentionally so.

“Read naturally, the word ‘any’ has an expansive meaning, that is, ‘**one or some indiscriminately of whatever kind.**’”²⁰ “Its ordinary meaning is ‘**all or every.**’”²¹ As an example, “the ordinary and common meaning of ‘any profit factor’ is ‘all or every profit factor’ whether it be positive, zero or negative in value.”

¹⁹ Given the nature of the ordinance actually at issue in this complaint—providing that the “landlord who is not in substantial compliance with any provision of this chapter . . . may not demand, accept, or retain any rent increase otherwise permitted”—the same findings of fact and conclusions of law pertaining to a single tenant will apply equally to every tenant in this landlord’s properties: If he has been continuously and substantially noncompliant (and the evidence before you shows that he has been) for the entirety of the period since December 8, 2022, he must refund every rent increase that he’s collected over that period.

²⁰ *United States v. Gonzales*, 520 U.S. 1.

²¹ *Nat’l Council on Comp. Ins. v. Superintendent of Ins.*, 481 A.2d 775, 779 (Me. 1984)

The ordinary meaning of this provision, resoundingly approved by Portland’s voters, is that *all or every* Tenants Union—including both TTU and PTU—have standing as a party to assert the rights of *all or every* tenant of Geoffrey Rice, not only those who sign themselves up as members or affirmatively consent to participate in this action. There is absolutely nothing in the plain language of the ordinance to suggest a more constrained reading.

The public legislative history behind this provision’s drafting and adoption both confirm its meaning and demonstrate that its purpose was threefold. *First*, in early 2022, this exact tenants union came before the Rent Board with a complaint regarding a tax rate rent adjustment that had been applied to every tenant in a building. Then, TTU was told that it lacked standing to assert the rights of other tenants who were not before the board, but the individual tenants who had signed the complaint were nonetheless permitted to present their case against the landlord together.²² The LPC then worked with TTU to pass an amendment to the ordinance to ensure that in the future they *could* bring a complaint asserting the rights of every tenant in the building.

Second, it should come as no surprise to you that for at least the first two years that this ordinance was in place, city staff in the Housing Safety Office was apparently unable or unwilling to enforce this ordinance, leaving landlords across

²² Rent Board Decision in re: 655 Congress Street, ¶ 10 (Feb. 23, 2022). Advice given by the Board’s counsel would effectively render section 6-243(a) superfluous and entirely meaningless. But the ordinance may not be read “in a manner that would render some of the language superfluous and meaningless.” *Friends of Cong. Square Park v. City of Portland*, 2014 ME 63, ¶ 10, 91 A.3d 601, 605.

the city free to ignore it and tenants to fend for themselves.²³ Tenants union standing was devised as a mechanism, using public records, to ensure accountability and enforcement of rent control, whether or not city staff wanted to sweep landlord noncompliance under the rug.²⁴ The coalition that supported rent control campaigned on this, and Portland's voters approved.

Third, during the first two years following initial passage of the ordinance, several renters were retaliated against by their landlords.²⁵ The organizers who pursued the initial rent control measure and sought to help educate tenants about their rights observed a chilling effect on tenants' willingness to stick their necks out and put their names on complaints. One member of the Board suggested at its previous meeting that fear of retaliation could not justify the broad tenant union standing that LPC deliberately and explicitly wrote into the 2022 rent control amendments, because the Board has shown that it would enforce the anti-retaliation provision contained in section 6-237(e). Respectfully, the rent control amendments adopted in 2022 contained multiple provisions designed to deter and prevent retaliation against tenants, including this one. The Board's duty is to apply the plain language of each of them.

²³ See Kay Neufeld, *182 complaints, 37 violations, 0 fines: Portland hasn't penalized a single landlord since rent control took effect*, Portland Press Herald (Jan 21, 2024), <https://www.pressherald.com/2024/01/21/182-complaints-37-violations-0-fines-portland-hasnt-penalized-a-single-landlord-since-rent-control-took-effect/>.

²⁴ In this sense, tenant union standing is not dissimilar from the standing conferred on relators under the False Claims Act, discussed above.

²⁵ See e.g. Callie Ferguson, *Portland's former mayor says he's being evicted for fighting illegal rent hikes*, Bangor Daily News (Jan. 25, 2022), <https://www.bangordailynews.com/2022/01/25/portland/portlands-former-mayor-says-hes-being-evicted-for-fighting-illegal-rent-hikes-joam40zk0w/>.

V. Conclusion

Portland tenants and tenants unions have financial interests as renters in seeing the rent control ordinance uniformly applied and the rental housing market adequately regulated, and an interest in preventing their neighbors' exploitation. Those interests are on par with—if not stronger than—the interests of abutting landowners in zoning cases or indirectly affected neighbors in fair housing cases. **There is no serious argument that the plain language of Portland's rent control ordinance does not grant broad third party standing to tenant organizations. And there is no rule, whether "fundamental" or "constitutional," that justifies discarding that plain language to deny TTU standing.**



08/28/2024
Case Number: RCC2400009
Business License Number: 20182954

657 Congress LLC
657 Congress St 1st Flr
Portland, ME 04101

NOTICE OF VIOLATION AND ORDER TO CORRECT

The City of Portland Permitting and Inspections Department inspected the rental data for the property located at **655 Congress St** 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 by **September 28, 2024**. Please be advised that penalties will be applied if the violations are not corrected by that date.

If you do not correct the attached violations by the date given, then this matter will be referred to the City of Portland Corporation Counsel for legal action, and you will be charged \$150 for re-inspection per the City's fee schedule. In the event of court action, the City may be entitled to an order to correct the violations, civil penalties in the minimum of \$100 per violation per day, costs and fees, and other relief under §1-15 of the City Code and 30-A M.R.S. §4452.

Please respond in writing via email to rentcontrol@portlandmaine.gov or send response by USPS to 389 Congress St, Portland, Maine 04101.

You have a right to appeal this decision to Superior Court within 30 days of the date of this notice pursuant to Rule 80B of the Maine Rules of Civil Procedure.

I appreciate your anticipated cooperation, and please contact our office by calling 207-874-8900 if you have any questions.

Thank you,

Adam O'Connor
Rental Registration Inspector



NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234 (b)
CODE DESCRIPTION	6-234(b) A Landlord may not increase the rent charged for a Covered Unit within twelve (12) months following a previous Rent increase.
COMMENTS	A review of the rental documents submitted shows the following sixteen (16) units had rental increases in less than 12 months following a previous rent increase: Units 318, 321-322, 325-329, 327, 404, 408-409, 410, 421-422, 509, 511, 602, 704, 707-708, 715, 810-811, 823-825
REMEDY	The rent for the above-referenced units must be reduced to the amount of the last code-compliant rent charged and any overcharge must be refunded to the tenant. Unit specific information found on the Summary page of this document.
APPLICABLE CODE SECTION(S)	City Code 6-234 (b)(2)
CODE DESCRIPTION	6-234(b)(2) <i>New Tenancy</i> . A landlord may increase the rent on a Covered Unit by five percent (5%) of the base rent in addition to any other allowable increases when a new tenant occupies a unit, but only if the previous Tenancy was terminated voluntarily by the previous Tenant, without coercion or unreasonable influence from the Landlord
COMMENTS	In 2021 the only rent adjustment available to landlords was 5% New Tenancy increase. A review of the rental documents submitted shows the following nine (9) units had increases of more than 5% in 2021: Units 303, 310, 404, 505-506, 602, 608, 705, 712-714, 715
REMEDY	The rent for the above-referenced units must be reduced to the amount of the last code-compliant rent charged and any overcharge must be refunded to the tenant. Unit specific information found on the Summary page of this document.
APPLICABLE CODE SECTION(S)	City Code 6-234 (c)
CODE DESCRIPTION	6-234(c) At no time may a Landlord raise the rent of a Covered Unit by more than ten (10) percent. Any rent increases available to a Landlord in excess of ten (10) percent must be banked for later use.
COMMENTS	A review of the rental documents submitted shows the following seventeen (17) units had increases of more than 10% since the implementation of the Rent Stabilization Ordinance: Units 203, 206-208, 211, 214, 306, 307, 309, 404, 408-409, 423-426, 601, 704, 707-708, 717, 718, 728, 808-809



REMEDY	The rent for the above-referenced units must be reduced to the amount of the last code-compliant rent charged and any overcharge must be refunded to the tenant. Unit specific information found on the Summary page of this document.
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SUMMARY

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 - Rent increased from \$905 - \$1,000 - 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 - 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 - Rent increased from \$710 - \$848 - 19.4% • <u>Last code-compliant rent charged</u> - \$710
303	• <u>Increase over 5% in 2021</u> - 2/1/2021 - Rent increased from \$920 - \$975 - 6% • <u>Last code-compliant rent charged</u> - \$920
306	• <u>Increase over 10%</u> - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% • <u>Last code-compliant rent charged</u> - \$1,010
307	• <u>Increase over 10%</u> - 4/18/2022 - Rent increased from \$875 - \$980 - 12% • <u>Last code-compliant rent charged</u> - \$875
309	• <u>Increase over 10%</u> - 6/1/2022 - Rent increased from \$1,020 - \$1,182.50 - 15.9% • <u>Last code-compliant rent charged</u> - \$1,020
310	• <u>Increase over 5% in 2021</u> - 5/1/2021 - Rent increased from \$710 - \$800 - 12.7% • <u>Last code-compliant rent charged</u> - \$800
318	• <u>Increase in less than 12 months</u> - Rent increased on 1/1/2022 to \$1,155, next increase on 10/1/2022 to \$1,270 - Increase in 9 months • <u>Last code-compliant rent charged</u> - \$1,155
321-322	• <u>Increase in less than 12 months</u> - Rent increased on 11/1/2021 to \$1,128.75, next increase on 1/1/2022 to \$1,182.50 - Increase in 2 months • <u>Last code-compliant rent charged</u> - \$1,128.75
325-326	• <u>Increase in less than 12 months</u> - Rent increased on 7/1/2021 to \$995, next increase on 6/1/2022 to \$1,092.72 - Increase in 11 months • <u>Increase in less than 12 months</u> - Rent increased on 6/1/2022 to \$1,092.72 next increase on 4/1/2023 to \$1,146.27 - Increase in 10 months • <u>Last code-compliant rent charged</u> - \$995



327	• <u>Increase in less than 12 months</u> - Rent increased on 6/1/2022 to \$984.50 next increase on 4/1/2023 to \$1,032.74 - Increase in 10 months • <u>Last code-compliant rent charged</u> - \$995
404	• <u>Increase over 5% in 2021</u> - 8/1/2021 - Rent increased from \$975 - \$1,045.75 - 7.2% • <u>Increase in less than 12 months</u> - Rent increased on 8/1/2021 to \$1,045.75, next increase on 12/1/2021 to \$1,050 - Increase in 4 months • <u>Increase over 10%</u> - 7/1/2022 - Rent increased from \$1,050 - \$1,175.02 - 11.9% • <u>Last code-compliant rent charged</u> - \$975
408-409	• <u>Increase in less than 12 months</u> - Rent increased on 11/1/2021 to \$1,207.50, next increase on 1/1/2022 to \$1,265 - Increase in 2 months • <u>Increase in less than 12 months</u> - Rent increased on 1/1/2022 to \$1,265, next increase on 11/15/2022 to \$1,425 - Increase in 10 months • <u>Increase over 10%</u> - 11/15/2022 - Rent increased from \$1,265 - \$1,425 - 12.6% • <u>Last code-compliant rent charged</u> - \$1,207.70
410	• <u>Increase in less than 12 months</u> - Rent increased on 6/1/2022 to \$844.70, next increase on 8/1/2022 to \$886.94 - Increase in 2 months • <u>Last code-compliant rent charged</u> - \$844.70
421-422	• <u>Increase in less than 12 months</u> - Rent increased on 9/1/2021 to \$1,105.50, next increase on 3/1/2022 to \$1,150 - Increase in 6 months • <u>Last code-compliant rent charged</u> - \$1,105.50
423-426	• <u>Increase over 10%</u> - 6/1/2022 - Rent increased from \$1,395 to \$1,653 - 18.5% • <u>Last code-compliant rent charged</u> - \$1,395
505-506	• <u>Increase over 5% in 2021</u> - 5/15/2021 - Rent increased from \$1,050 to \$1,175 - 11.9% • <u>Last code-compliant rent charged</u> - \$1,050
509	• <u>Increase in less than 12 months</u> - Rent increased on 6/1/2022 to \$813.41, next increase on 8/10/2022 to \$848.87 - Increase in 2 months • <u>Last code-compliant rent charged</u> - \$813.41
511	• <u>Increase in less than 12 months</u> - Rent increased on 6/1/2020 to \$745, next increase on 8/1/2021 to \$782.25 - Increase in 10 months • <u>Last code-compliant rent charged</u> - \$745
601	• <u>Increase over 10%</u> - 6/1/2023 - Rent increased from \$922.92 to \$1,041.58 - 12.9% • <u>Last code-compliant rent charged</u> - \$922.92
602	• <u>Increase over 5% in 2021</u> - 8/1/2021 - Rent increased from \$975 to \$1,084.75 - 7.6% • <u>Increase in less than 12 months</u> - Rent increased on 8/1/2021 to \$1,048.75, next increase on 12/1/2021 to \$1,050 - Increase in 4 months • <u>Increase in less than 12 months</u> - Rent increased on 12/1/2021 to \$1,050, next increase on 8/1/2022 to \$1,146.45 - Increase in 8 months • <u>Increase in less than 12 months</u> - Rent increased on 8/1/2022 to \$1,146.45, next increase on 6/1/2023 - Increase in 10 months • <u>Last code-compliant rent charged</u> - \$975



608	• <u>Increase over 5% in 2021</u> - 7/1/2021 - Rent increased from \$695 to \$764.50 - 10% • <u>Last code-compliant rent charged</u> - \$695
704	• <u>Increase over 5% in 2021</u> - 9/15/2021 - Rent increased from \$975 to \$1,023.75, 12/1/2021 - Rent increased from \$1,023.75 to \$1,025 - total increase \$975 to \$1,025 - 5.1% • <u>Increase in less than 12 months</u> - Rent increased on 9/15/2021 to \$1,023.75, next increase on 12/1/2021 to \$1,025 - Increase in 3 months • <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$1,025 to \$1,175.03 - 14.6% • <u>Last code-compliant rent charged</u> - \$1,023.75
705	• <u>Increase over 5% in 2021</u> - 6/1/2021 - Rent increased from \$1,150 to \$1,265 - 10% • <u>Last code-compliant rent charged</u> - \$1,150
707-708	• <u>Increase in less than 12 months</u> - Rent increased on 8/16/2021 to \$1,092, next increase on 1/1/2022 to \$1,125 - Increase in 5 months • <u>Increase over 10%</u> - 5/15/2023 - Rent increased from \$1,125 to \$1,300 - 15.5% • <u>Last code-compliant rent charged</u> - \$1,092
712-714	• <u>Increase over 5% in 2021</u> - 5/1/2021 - Rent increased from \$1,100 to \$1,230 - 11.8% • <u>Last code-compliant rent charged</u> - \$1,100
715	• <u>Increase over 5% in 2021</u> - 9/1/2021 - Rent increased from \$900 to \$945, 12/1/2021 - Rent increased from \$945 to \$950 - total increase \$900 to \$950 - 5.5% • <u>Increase in less than 12 months</u> - Rent increased on 9/1/2021 to \$945, next increase on 12/1/2021 to \$950 - Increase in 3 months • <u>Last code-compliant rent charged</u> - \$945
717	• <u>Increase over 10%</u> - 6/1/2022 - Rent increased from \$793 to \$873 - 10.1% • <u>Last code-compliant rent charged</u> - \$793
718	• <u>Increase over 10%</u> - 2/15/2023 - Rent increased from \$1,265 to \$1,450 - 14.6% • <u>Last code-compliant rent charged</u> - \$1,265
728	• <u>Increase over 10%</u> - 6/1/2022 - Rent increased from \$815 to \$930 - 14.1% • <u>Last code-compliant rent charged</u> - \$815
808-809	• <u>Increase over 10%</u> - 10/1/2022 - Rent increased from \$1,200 to \$1,400 - 16.6% • <u>Last code-compliant rent charged</u> - \$1,200
810-811	• <u>Increase in less than 12 months</u> - Rent increased on 6/18/2021 to \$1,295, next increase on 10/1/2021 to \$1,312.50 - Increase in 4 months • <u>Last code-compliant rent charged</u> - \$1,295
823-825	• <u>Increase in less than 12 months</u> - Rent increased on 7/1/2021 to \$1,200, next increase on 6/1/2022 to \$1,300 - Increase in 11 months • <u>Last code-compliant rent charged</u> - \$1,200
DEADLINE	09/28/2024

Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Oct 23, 2024 at 11:35 AM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore,

As you are aware, on this evening's agenda is our complaint against Mr. Geoffrey Rice regarding his substantial non-compliance with rent control at two properties: 655 Congress Street and 59 State Street.

After the last meeting, we reached out to Mr. Rice's attorney, Jeremy Dean, to determine if he was interested in working with us to resolve the complaint. **While we have not reached a conclusion to those conversations, we feel adequate assurances have been made by Mr. Dean to formally ask that you table the item this evening until your next regularly scheduled meeting in November.** Should we reach an agreement prior to that meeting, we will let you know as much in advance as possible. Should these conversations not produce a clear and enforceable agreement by then, we will ask that the matter be taken up at that meeting.

Thanks for your attention to this matter. Please let us know if you have any questions. A representative from TTU will be present.

TTU Steering Committee & tenants of Geoffrey Rice

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Clerk, and Tom Baldwin.

Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Wed, Dec 18, 2024 at 4:50 PM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Ben Gaines <ben@gaines-law.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore and members of the Rent Board,

We are writing, we hope for the final time, to ask that you postpone adjudication on our July 3rd, 2024, complaint asserting the rights of all tenants at 655 Congress Street and 59 State Street. We had hoped to have the matter fully resolved at this point, but it appears we need a few more weeks. We ask that you postpone this matter until your regularly scheduled meeting on January 22, 2025, at which time, one way or the other, we hope to resolve the issues.

Thank you for your patience as we try to resolve this matter satisfactorily for the tenants. One of us will be in attendance to answer any questions.

TTU Steering Committee

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffiny McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Klerk, Tom Baldwin, Max Scardino, Morgan Schmitt, and Jordan Holmes.

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Request for 30-day tabling of Trelawny Tenants Union complaint re Rice Substantial Non-compliance

Trelawny Tenants Union <trelawnytenantsunion@gmail.com>

Mon, Nov 18, 2024 at 8:47 AM

To: Rent Board <rentboard@portlandmaine.gov>

Cc: Buddy Moore <buddymoore.rentboard@gmail.com>, Ben Gaines <ben@gaines-law.com>, Rent Control- City of Portland <rentcontrol@portlandmaine.gov>, Jeremy Dean <jwdean2017@jwdlegal.com>

Chair Moore,

In following up on the negotiations with Mr. Rice regarding our substantial non-compliance complaint, we are pleased to report that significant progress has been made toward a viable resolution. To that end, we are writing to ask that the hearing scheduled for this evening be postponed to your next regularly scheduled meeting. Our hope is that the aforementioned resolution will be formalized and executed sufficiently by your December meeting, in which case we would formally withdraw our complaint. If not, we will ask that our complaint be heard and adjudicated at that meeting.

Thank you and please let us know if you need any more details from us. A TTU member will be present at tonight's meeting to answer any questions.

TTU Steering Committee & tenants of Geoffrey Rice

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Clerk, and Tom Baldwin.

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Trelawny Tenants Union

TrelawnyTenantsUnion@gmail.com

May 12, 2025

Portland Rent Board

Mr. Matt Lax

Via email: rentboard@portlandmaine.gov rentcontrol@portlandmaine.gov

Dear Chair Lax,

Pursuant to the standing granted to tenant unions under section 6-243(b) of the city code, we submit this additional information to the Rent Board on behalf of all tenants at 655 Congress and 59 State regarding Mr. Geoffrey Rice and his substantial non-compliance with the Rent Stabilization Ordinance (RSO), as per Sec 6-234 (f).

Additional Notices of Violation and Prosecutions Since We Filed This Complaint

On August 19, 2024, at the initial hearing for this matter, the attorney for Mr. Rice testified that the rent board should throw out our complaint because Mr. Rice's compliance issues had been resolved. And, we quote,

"The union, it appears to me, cannot show a current problem. There is no current lack of compliance. There's nothing wrong right now." Jeremy Dean (3:26:30)

Within 10 days of that testimony, Mr. Rice received the first of 13 additional Notices of Violation – spanning from August 28, 2024 to March 25, 2025 – in 13 different buildings, impacting dozens of units, and hundreds of tenants.

Not only was he issued these notices, not a single one has been satisfied. Indeed, all 13 of those NOV's remain out of compliance and 12 have been referred for prosecution (the 13th is also in court, as Mr. Rice has requested multiple motions asking for more time to resolve its violations, which he has yet to do).

Beyond the naivete of Mr. Rice's attorney, Mr. Rice's hostility to following the law and coming into compliance is unprecedented, without remorse, and must be stopped.

The current outstanding NOV's (links to documentation in left column) filed against Mr. Rice:

Geoffrey Rice Notices of Violation in last 9 months

Building Address	Date of NOV	Date of Req. Compliance	Days Overdue*
 655 Congress St ...	8/28/2024	9/25/2024	245
 197 Pleasant NO...	11/19/2024	12/17/2024	162
 60 Grant NOV & ...	11/20/2024	12/18/2024	161
 51 State NOV & O...	12/11/2024	1/8/2025	140
 52 Sherman St N...	12/12/2024	1/9/2025	139
 656 Congress NO...	12/18/2024	1/15/2025	133
 45 State NOV & O...	12/19/2024	1/16/2025	132
 103 Highland NO...	12/20/2024	1/17/2025	131
 684 Congress St ...	1/3/2025	1/31/2025	117
 546 Cumberland ...	3/25/2025	4/22/2025	36
 235 Brackett St N...	3/25/2025	4/22/2025	36
 169 State St NOV ...	3/25/2025	4/22/2025	36
 40 High St NOV &...	3/25/2025	4/22/2025	36
*by the date of RB hearing	Total Days Overdue		1504
	Total Average Days Overdue		116

Please be sure to note that 655 Congress is on this list. The NOV, dated August 28, just days after our initial hearing, includes 47 additional violations on 35 units, covering over 100 tenants. All of these were revealed after our initial complaint and have yet to be rectified.

Additionally, please know that Mr. Rice continues to violate rent control in numerous ways at both properties. One example is a recent [letter](#) sent to a tenant at 59 State demanding back rent for a rent increase that had been [repealed](#) and increasing the rent again with no new 90-day notice. We do not know the extent of additional violations at 59 State Street because the City has yet to audit that property, but based on his record from audits of other properties (13 of 14 audited had violations), we expect the violations are extensive.

We tried

We want to make it clear to this board, as we have in the past, we have tried very hard to work with Mr. Rice to help him come into compliance. We tried to work with him in 2021, before you first ruled against him for overcharging tenants in 2022. We tried again in 2023, before you again ruled against him for imposing an illegal fee. This effort is no different.

As you know, we agreed to postpone this matter last fall because Mr. Rice agreed to work with us. Not only did he agree to work with us, we reached what we continue to believe was a completed settlement agreement on Nov. 12, 2024. That settlement would have reduced rents, forfeited banked rent, required Mr. Rice make a donation to the union in lieu of fines, and provide access to tenant files so we could help him come into compliance more fully. Indeed, because Mr. Rice acknowledged that it was likely this board would find him in substantial non-compliance, he agreed to settle to terms almost identical to those requested here.

Unfortunately, on March 31, 2025, after the agreement had been drafted and after delaying for months—but not before he began performance under the agreement by rolling back the new (and illegal, per this complaint) 2025 rent increases—Mr. Rice walked away from signing the final settlement. That is why we are here today seeking relief from this board.

Asserting the Rights of Tenants

Please note, in regard to the issue of our asserting the rights of all tenants, we have communicated directly with every current tenant in both buildings and, as of the date of this letter, not a single tenant has asked that we not assert their rights in this matter. In addition to the notice of this hearing that was individually mailed to each affected tenant, we have also delivered notice from the union to every tenant in both buildings, just as we have for the past hearings on this matter. Indeed, as you see below, many more have signed on to the complaint than in the past, despite the clear risk of retaliation. Many, many more have understandably chosen to remain anonymous.

Precedent on Banked Rent

As you know, we are asking the board to disallow Mr. Rice from retaining banked rent during the period of his substantial non-compliance (from December, 2022 through present). Since our original complaint, the rent board has published two rulings setting precedent for this request.

"The Board concludes that the Landlords are not entitled to bank the Allowable Increase Percentages to which they would otherwise be entitled in 2023 and 2024 as a result of the Landlord's substantial noncompliance with the RSO." **Portland Rent Control Board decision 44 Dirigo Street, 9/26/24**

"As a result [of the substantial non-compliance], the landlords are not entitled to retain and bank the Allowable Increase Percentages, to which they otherwise would have been entitled." **Portland Rent Control Board decision 36 Sawyer Street, 6/3/24**

Enhanced Fines

As Mr. Rice wasted 6 months of everyone's time, and due to his egregious disregard for rent control, we are requesting enhanced fines from what we requested in our original letter.

In our original letter, we requested \$100 per occurrence, the minimum allowed by the law. However, please note that Chapter 1 allows for fines from \$100 to \$500 per day. Chapter 6 allows for a minimum fine of \$200 going anywhere up to \$2,500 per day.

To that end, we are requesting that you issue fines amounting to \$250 per occurrence. Not the maximum allowed by a long shot, but an amount that makes clear his behavior is unacceptable and that he must begin taking the law seriously.

Please note that this is the third time Mr. Rice has been brought before your board, after more than 20 violation notices over the past four years, and he has never had to pay a single dollar in fines. This board did fine him \$15,350 in 2022, at the standard rate of \$100 per occurrence, but the city failed to collect those damages, [claiming](#) that Mr. Rice was “cooperating” and giving him “the benefit of the doubt.”

That benefit must be abolished at this point.

Additionally, please also note that our landlord nets almost half a million dollars a year between these two properties and the above fine is below one month's rent between the two properties. We feel this is a fair penalty for Mr. Rice's non-compliance. Nothing yet has forced him to comply. ***We feel a fine of this level may finally force him to correct his behavior.***

So, where does that leave us

In a nutshell, we are right where we started. Based on the evidence we provided in our original complaint, the presentation we made to the Rent Board, the follow-up documentation we provided, and the additional evidence of this letter, ***we ask that Mr. Rice be found in substantial non-compliance of rent control and that:***

- 1) ***Rents in these two buildings get rolled back to Dec. 2022, or their most recent compliant level, whichever is earliest, consistent with your past rulings.***
- 2) ***All banked rent from Dec. 2022 in these two buildings, be forfeited until he is in full compliance, consistent with your past rulings.***
- 3) ***Fines are levied against Mr. Rice for no less than \$107,750 for 655 Congress Street and \$49,500 for 59 State Street, a fine of \$250 per occurrence due to the egregious nature of Mr. Rice's refusal to comply.***

Thank you for your immediate attention to this matter. We request that all documents and communications pertaining to this investigation be made public upon completion.

Izzy Ostrowski, Matt Walker, Brittany Herland, Brandon Pariseau, Valen Doe, James Dillon, Bligh Godin, Ethan Strimling, Ashley Cordio, Clifford Tremblay, Ian Jacob, David Klosen, Hannah Ferguson, Victoria Van Berlo, Tiffany McCollett, Hadrienne Hatfield, Abigail Jakub, Kshama Ananthapura, Emily Sanborn, Jacob Pauley, Roy de Klerk, Tom Baldwin, Max Scardino, Morgan Schmitt, Jordan Holmes, William Maul, Rachael Bundy, Brendan Glavin, Nick Maloney, Wilhelmina Scherer, Ryer Spann, Terrance Barden, and Gregory Bussier.

TTU Steering Committee & tenants of Geoffrey Rice

Jeremy W. Dean
Attorney at Law

P.O. Box 4391, Portland, Maine 04101 | 207-805-2088 | jwdean@jwdlegal.com

December 12, 2024

**TO ALL TENANTS OF
655 CONGRESS STREET
&
59 STATE STREET**

RE: Notices of rent increases and new leases

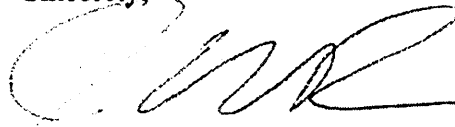
Dear all,

I am the attorney representing your landlord, Geoffrey Rice in negotiations with the Trelawny Tenants' Union and the City of Portland. These talks are aimed at resolving alleged violations of the City's Rent Control Ordinance.

I am aware that many of you have received rent increase notices for 2025, some including letters requiring you to sign new leases or lease amendments. At this time, you do not need to take any action in response to these communications and may disregard these notices. Until you receive further notice, your current rent and the terms of your current lease remain in effect.

When the Union and your landlord have finalized their agreement, you will receive a follow-up letter or letters that clearly state the results of the settlement negotiations and their effect on you, which will likely include rent decreases, refunds that are owed to you, and/or any future rent increases to be applied to your unit after the appropriate notice periods have elapsed.

Sincerely,



Jeremy W. Dean
Maine Bar No. 5964



Trelawny Tenants Union

RENT BOARD HEARING

WEDNESDAY, May 28, 2025



PRESENTATION SECTIONS:

1: Who We Are

2: Why We Are Here

3: Case Studies

4: What We Want

5: Conclusion



1: Who We Are



WHO WE ARE

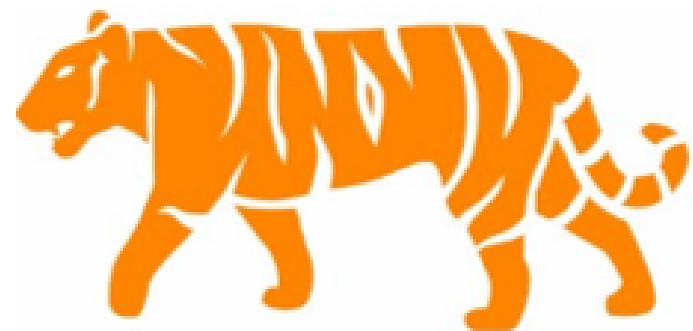
Trelawny Tenants' Union was founded to **provide mutual aid** and to **protect our rights as tenants**. We speak on behalf of tenants in buildings owned by Geoffrey Rice and/or managed by Apartment Mart – 300 units at 23 properties.



WHO WE ARE

We are submitting a complaint on behalf of all tenants at 655 Congress and 59 State, pursuant to the standing granted to tenant unions under section 6-243(a) of the city code:

“Any Tenants Union shall have standing as a party to assert the rights or interests of ANY Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding ...” (emphasis added)



WHO WE ARE

Our complaint centers on Mr. Geoffrey Rice's substantial non-compliance with RSO Sec 6-234(f):

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



2: Why We Are Here



WHY WE ARE HERE

Our landlord knowingly and egregiously violates rent control.

He has literally, *never* been in compliance from 2020 to today.

- From what we already know, among many of his properties Rice has **over-charged tenants at least \$330,000** (in *just* the documented cases we know about) and has had more than **230 violations** from 2020–2025.



WHY WE ARE HERE

At 59 State and 655 Congress *at least* 164 violations have been uncovered and documented, covering every year, which has resulted in **well over \$170,000 in overcharges.**



WHY WE ARE HERE

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"The union, it appears to me, cannot show a current problem. **There is no current lack of compliance.** There's nothing wrong *right now.*"

~3:26:30

*"There's no new violation. No new problems. No new trouble. He has repaid all of the funds. [...] He is **entirely** in compliance with the ordinance."*

~3:08:00–3:09:00

WHY WE
ARE HERE

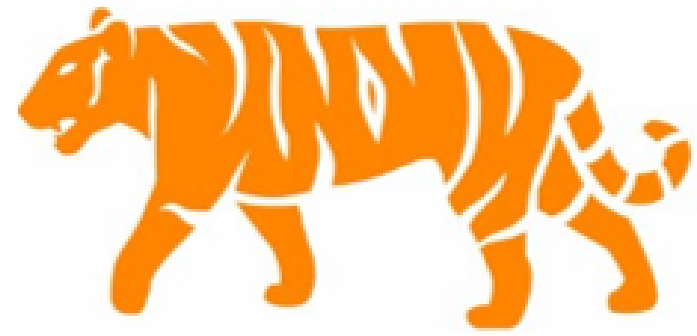


Geofrey Rice Notices of Violation in last 9 months

Building Address	Date of NOV	Date of Req. Compliance	Days Overdue*
655 Congress	8/28/2024	9/25/2024	245
197 Pleasant	11/19/2024	12/17/2024	162
60 Grant	11/20/2024	12/18/2024	161
51 State	12/11/2024	1/8/2025	140
52 Sherman	12/12/2024	1/9/2025	139
656 Congress	12/18/2024	1/15/2025	133
45 State	12/19/2024	1/16/2025	132
103 Highland	12/20/2024	1/17/2025	131
684 Congress	1/3/2025	1/31/2025	117
546 Cumberland	3/25/2025	4/22/2025	36
235 Brackett	3/25/2025	4/22/2025	36
169 State	3/25/2025	4/22/2025	36
40 High St	3/25/2025	4/22/2025	36
*by the date of RB hearing	Total Days Overdue		1504
	Total Average Days Overdue		116



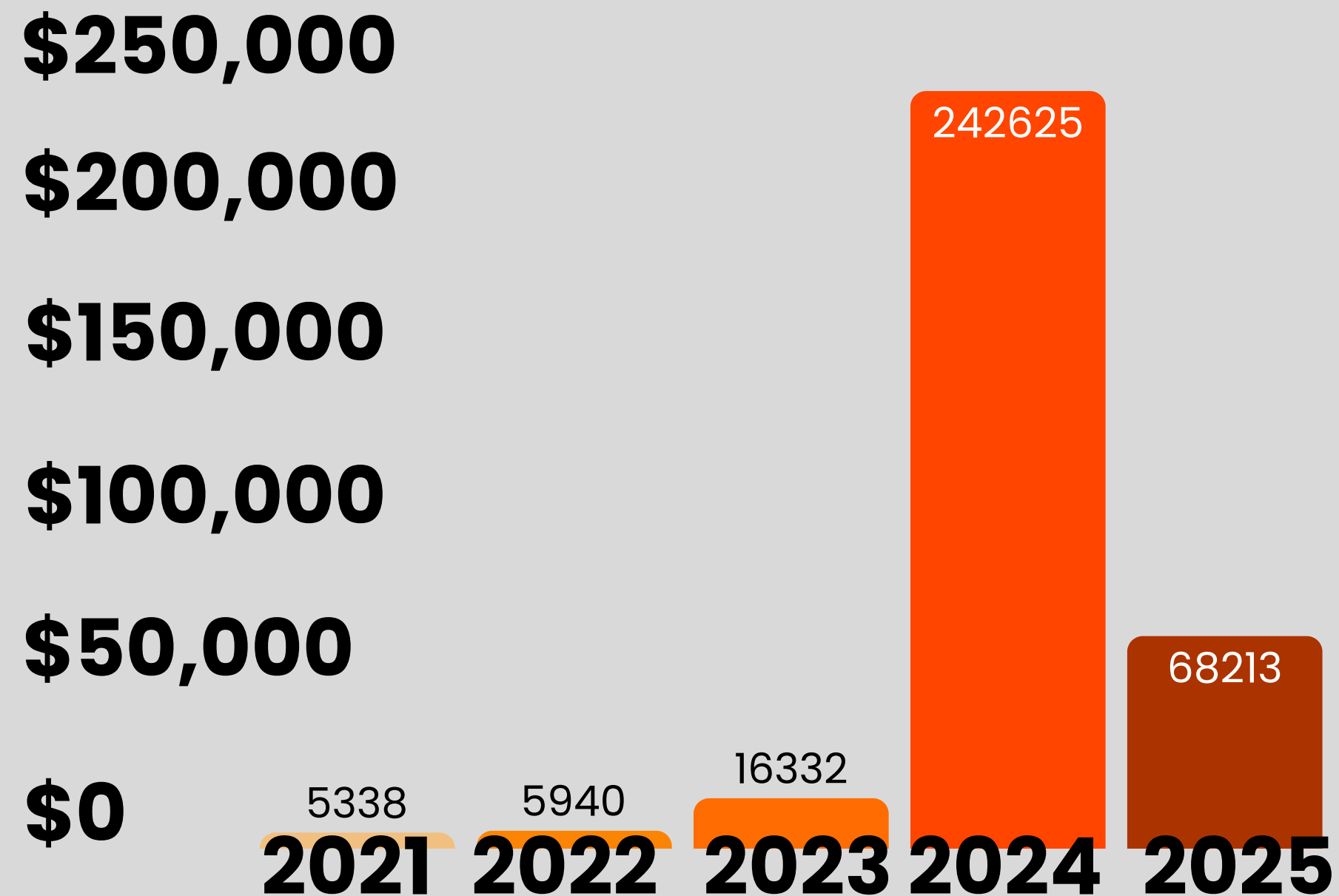
Since our complaint last summer, our landlord has received **13 additional notices of violation**, *none* of which have been complied with.
12 of which have been referred for prosecution.



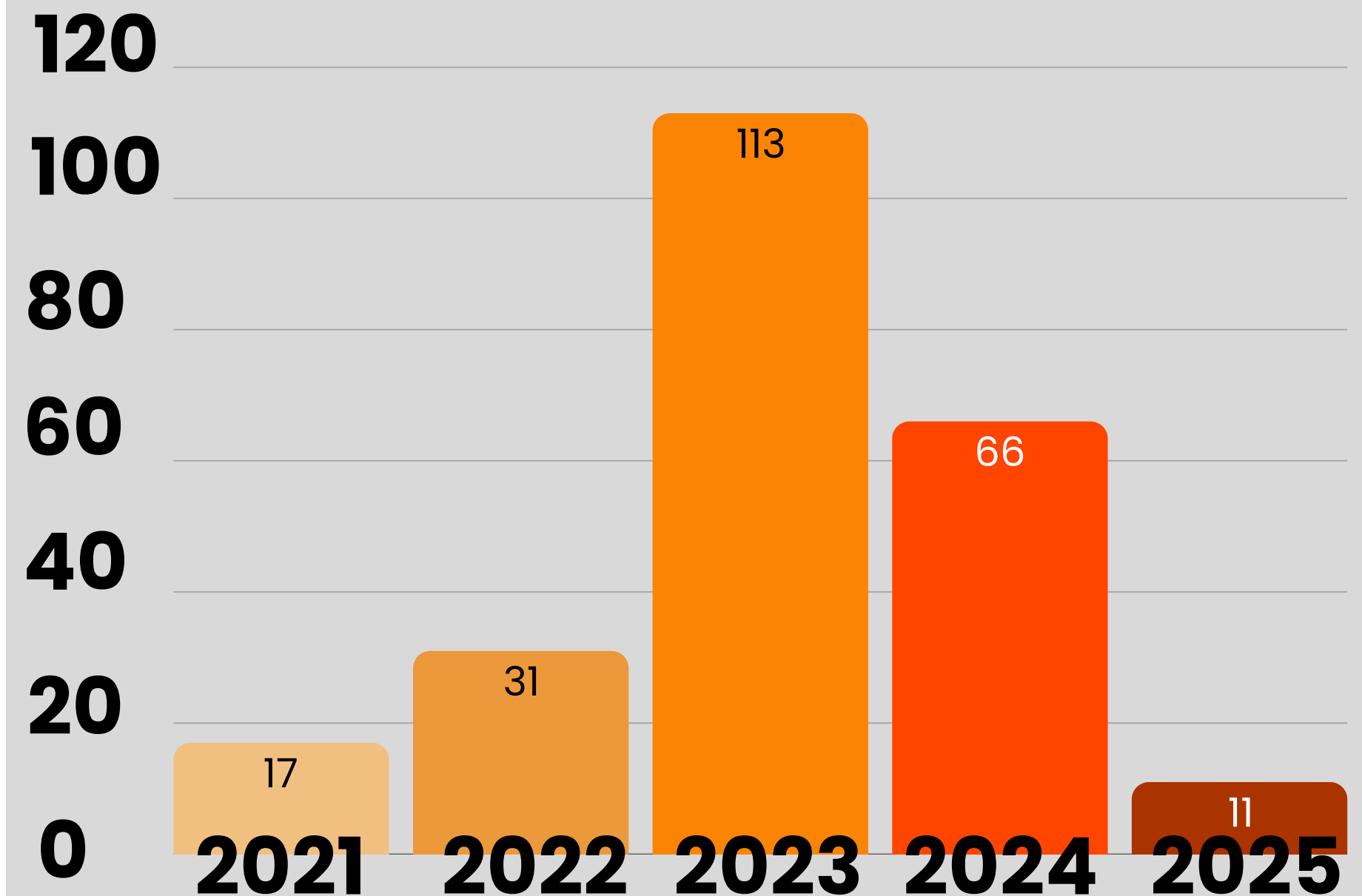
WHY WE ARE HERE

History of Non-Compliance

\$ Amount Owed per Year



Violations *Identified* per Year





WHY WE ARE HERE

Violation Spread

From Dec. 2022 –
March 2025, **78%** of
units in 59 State &
655 Congress had ***at
least one known
violation.***

Total Known Tenants Affected



(117 of approx. 149 total units)



3: Case Studies

CASE STUDIES



VIOLATION EXAMPLE 1

59 State Unit 23

- Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”

(207) 775-1014
March 30, 2023

[REDACTED]
59 State Street
Apartment No. 23
Portland, Maine 04101

Dear [REDACTED]

Because of nonpayment of your rental according to the terms of your Lease dated April 16, 2018, your tenancy is terminated as of 7:30 AM on April 13, 2023. Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in your share of your rental in the amount of \$3,425.84 This consists of:

Rent Owed:	
June 2022 balance	\$ 19.43
March 2023	\$1,669.43
April 2023	\$1,669.43
Total	\$3,358.29
4% Late Fee	\$ 67.55
	\$3,425.84

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CASE STUDIES



VIOLATION EXAMPLE 1

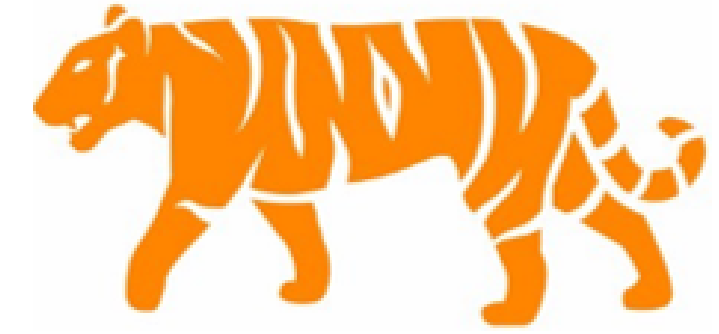
59 State Unit 23

- Our landlord **THREATENED TO EVICT** this tenant & charged him **LATE FEES** for “non-payment.”
- Turns out **Rice owed tenant \$3354.86 due to an illegal increase** in 2021, and the rent reset back to 1652.76

Rent	Change	Time
\$1,425.00	N/A	6/1/18
\$1,450.00	1.75%	5/1/19
\$1,460.00	0.69%	4/7/20
\$1,550.00	6.16%	5/1/21
\$1,669.43	7.71%	6/1/22
\$1,751.24	4.90%	4/1/23

We got this one corrected without having to go through HSO.

Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints.

TRELAWNY 657, LLC

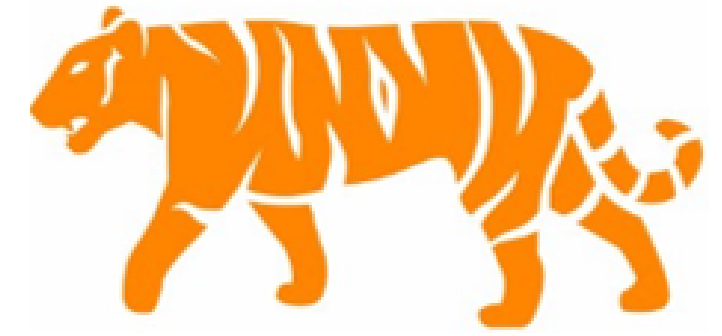
657 Congress Street
First Floor
Portland, Maine 04101
(207) 773-1814

December 14, 2021

[REDACTED]
655 Congress Street
Apartment No. 620-622
Portland, Maine 04101
[REDACTED]

Your apartment rental payments beginning November 16, 2020, were One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The amount under rent control regulation is One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). The overpayment is One Hundred Forty Seven Dollars and Fifty Cents (\$147.50) per month (\$1,250.00 - \$1,102.50). Enclosed is a check for One Thousand Nine Hundred Ninety One Dollars and Twenty Five Cents (\$1,991.25) for the overpayment of 13.5 months (November 16, 2020 through December 31, 2021). January 2022, and February 2022, rental will be One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Your rental beginning March 1, 2022, will be based on old rental being One Thousand One Hundred Two Dollars and Fifty Cents (\$1,102.50). Enclosed is your 75 day Notice that your rental beginning March 1, 2022 is One Thousand Two Hundred Twelve Dollars and Seventy Five Cents (\$1,212.75). This is based on increase in CPI and Real Estate Tax increase.

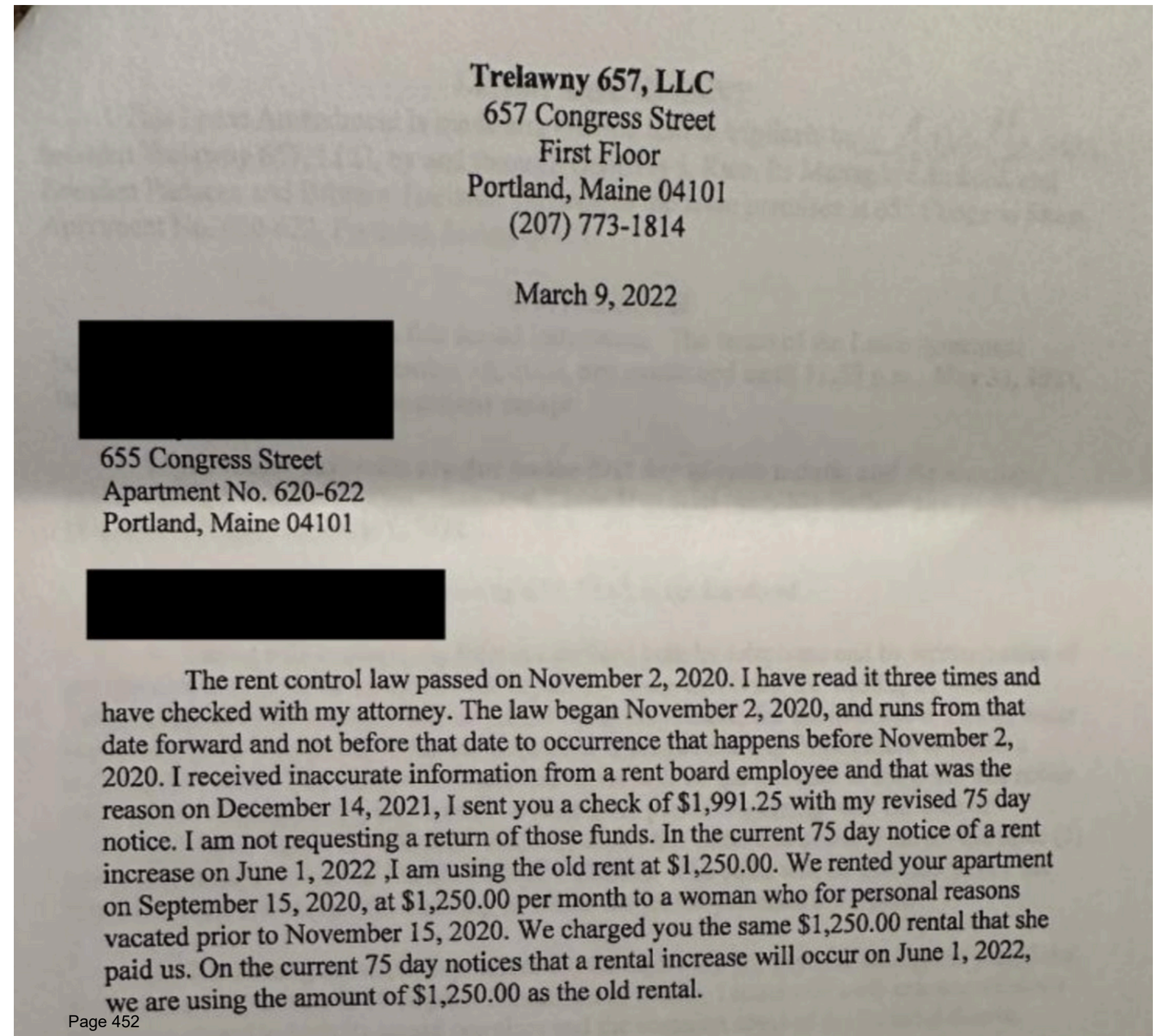
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints.
- 3 months later, he **un-complies**.



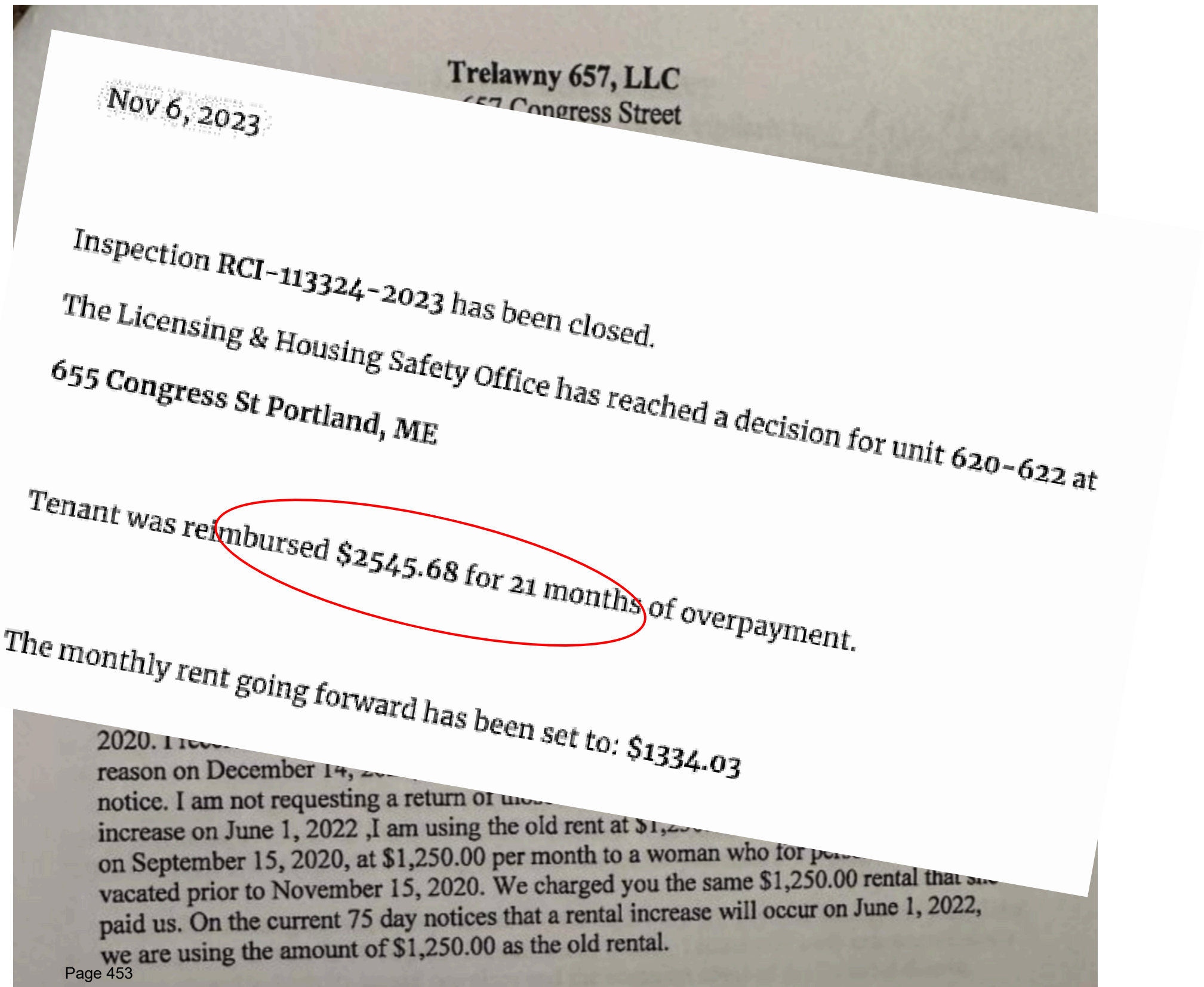
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice was **ordered by the city to fix** the rent on this unit based on one of our complaints and he did.
- 3 months later, he **un-complies**.
- TTU finds out, files another complaint



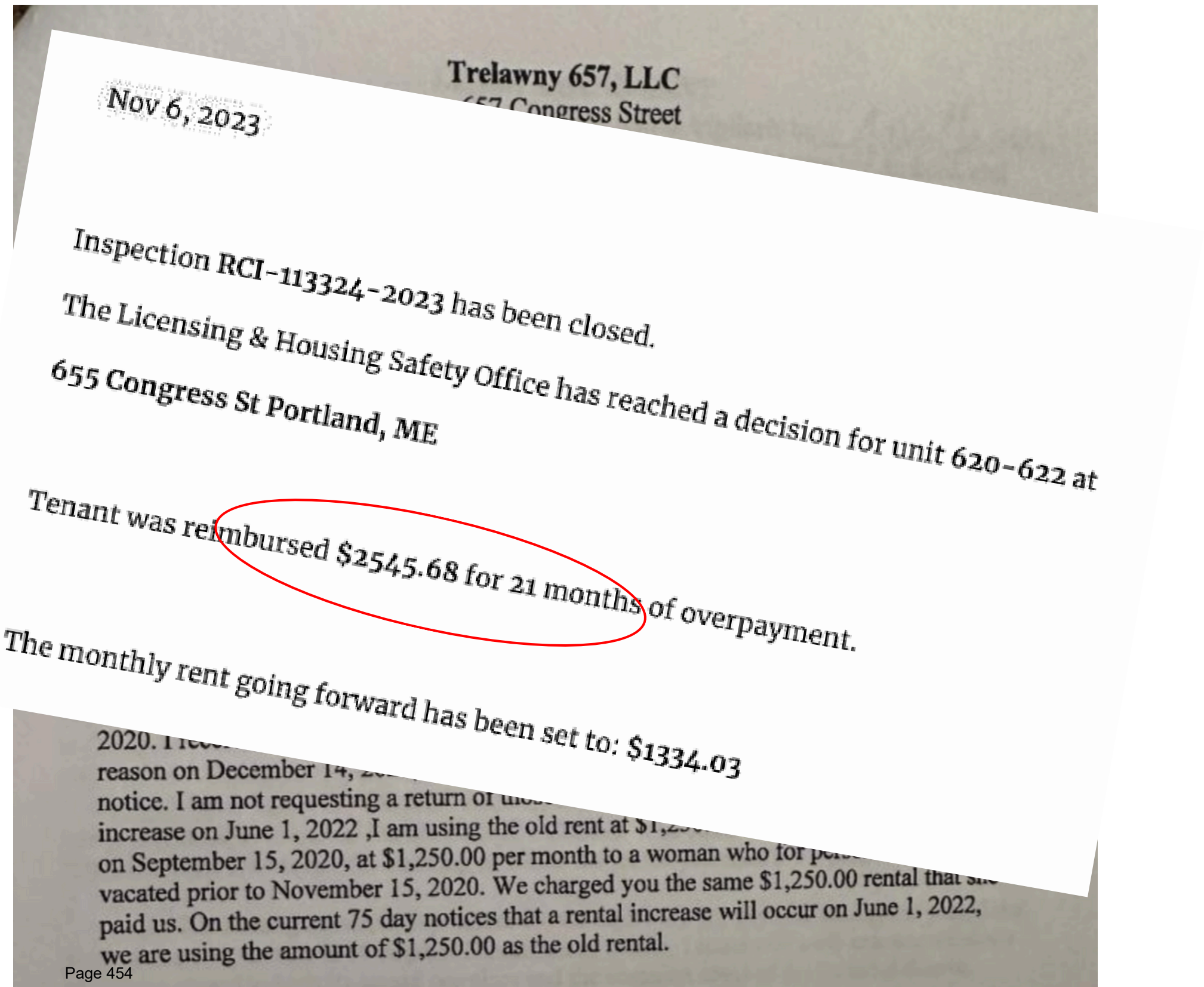
Case Studies



VIOLATION EXAMPLE 2

655 Congress Unit 620

- Rice is **ordered by the city to fix** the rent on this unit based on one of our complaints and he did.
- 3 months later, he **un-complies**.
- TTU finds out, files another complaint
- HSO sent a **new NOV**



Case Studies



VIOLATION EXAMPLE 3

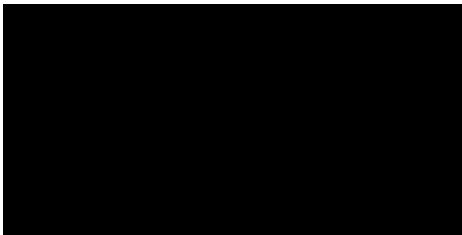
655 Congress Unit 819

- Rice sent an eviction notice to a tenant for underpayment.

You are delinquent in the amount of \$811.23

Trelawny 657, LLC
First Floor
657 Congress Street
Portland, Maine 04101
(207) 773-1814
March 14, 2024

[Redacted]
655 Congress Street
Apartment [Redacted]
Portland, Maine 04101



Dear [Redacted]

Because of nonpayment of your rental according to the terms of your Lease dated August 15, 2020, your **tenancy is terminated as of 7:30 AM on March 22, 2024.** Please vacate your apartment at this time. After you have vacated your apartment, please return your keys to my office at the above address within twenty-four (24) hours from the time you vacate your apartment.

You are delinquent in the amount of \$811.23 This consists of:

Rent Owed	
Balance of March 2024 rent	\$ 811.23
Total	\$ 811.23

If payment is made on or after March 16, 2024 then there is an addition of late payment fee of

4 % late fee	\$ 32.45
which would make your total owed	\$ 843.68



Case Studies

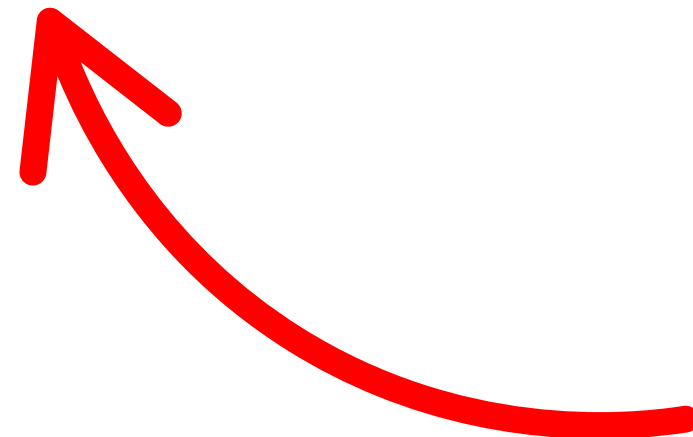


VIOLATION EXAMPLE 3

655 Congress Unit 819

- Rice sent an eviction notice to a tenant for underpayment.
- Turns out, *he owed them*:

this tenant is owed at least \$2,001.



April 5, 2024

City of Portland Housing Safety Office

Mr. Zachery Lenhert

389 Congress Street

Portland, Maine 04101

Via email: rentcontrol@portlandmaine.gov, zlenhert@portlandmaine.gov

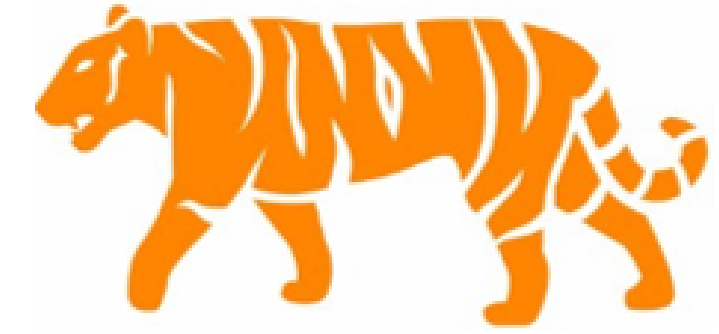
Dear Mr. Lenhert,

Under the authority granted to tenant unions in section 6-234 (e) of the city code, we submit this complaint to the Housing Safety Office regarding an impermissible rent increase over multiple years amounting to over \$2,000 owed to the tenant in unit 819 at 655 Congress Street, owned by Mr. Geoffrey Rice.

Upon review of CSS data and the leases for said unit, the tenant, who moved in during Oct. of 2022, was charged \$1,275 per month. This was a 27.5% increase over the lease amount recorded in CSS (\$1,000) and \$175 a month above what was allowable by law. While Mr. Rice adjusted the rent down a couple of times in 2023 (to \$1,233.53 on January 1 and then to \$1,200.47 on March 24), he failed both times to bring it into compliance, leaving the rent over \$100 a month above the maximum allowed. He also continued collecting more from the tenant than he was even said to be charging, without informing the tenant they were paying too much. Finally, the rent increase notice sent last fall increases the rent to \$1,224 starting January 1, 2024, which is, again, at least \$14 a month above the 10% maximum allowed City ordinance.

Based on our calculations of what the tenant paid versus what they were actually allowed to be charged, this tenant is owed at least \$2,001.

Case Studies



VIOLATION EXAMPLE 4

59 State Unit 69-B

- On December 12, 2024, Mr. Rice's attorney issued a written notice to tenants at 655 Congress and 59 State Street, referencing ongoing negotiations with the tenants union.
- In this notice, he announced a **rent retraction** for all tenants who had recently received increases.

December 12, 2024

TO ALL TENANTS OF
655 CONGRESS STREET
&
59 STATE STREET

RE: *Notices of rent increases and new leases*

Dear all,

I am the attorney representing your landlord, Geoffrey Rice in negotiations with the Trelawny Tenants' Union and the City of Portland. These talks are aimed at resolving alleged violations of the City's Rent Control Ordinance.

I am aware that many of you have received rent increase notices for 2025, some including letters requiring you to sign new leases or lease amendments. At this time, you do not need to take any action in response to these communications and may disregard these notices. **Until you receive further notice, your current rent and the terms of your current lease remain in effect.**

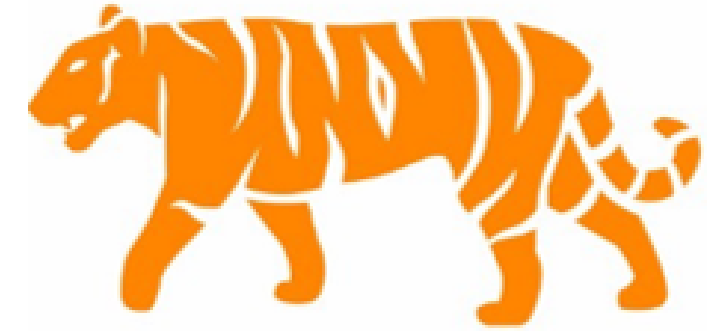
When the Union and your landlord have finalized their agreement, you will receive a follow-up letter or letters that clearly state the results of the settlement negotiations and their effect on you, which will likely include rent decreases, refunds that are owed to you, and/or any future **rent increases to be applied to your unit after the appropriate notice periods have elapsed.**

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Dean'.

Jeremy W. Dean
Maine Bar No. 5964

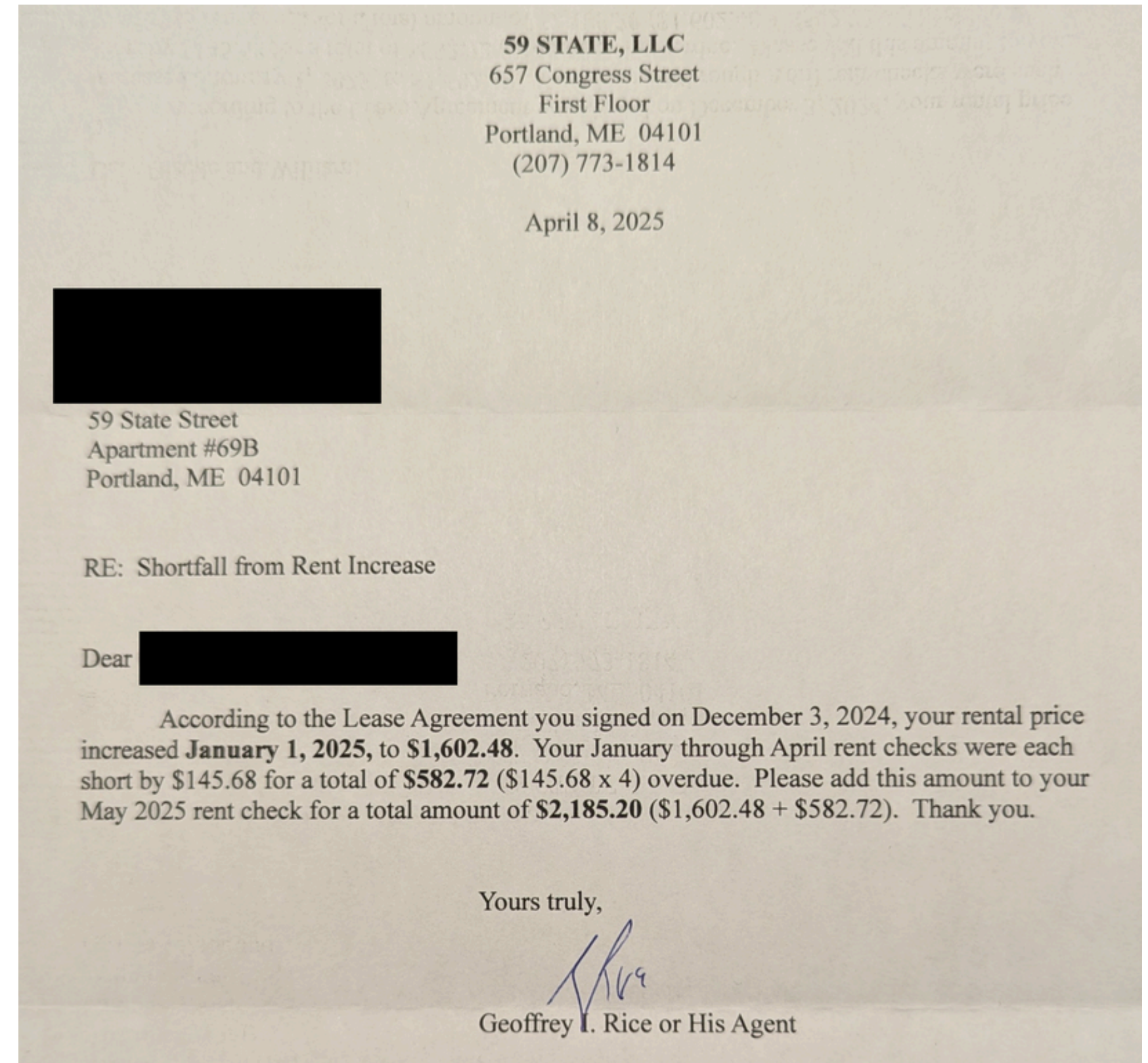
Case Studies



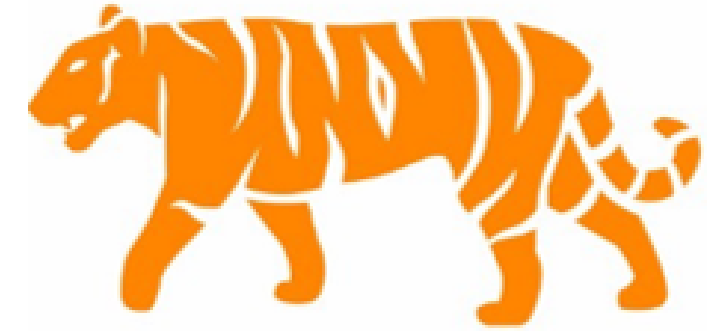
VIOLATION EXAMPLE 4

59 State Unit 69-B

- On April 8, 2025 — just five days after *backing out* of union negotiations — Mr. Rice sent this tenant a letter demanding \$580 in **back rent**. The exact amount that would have been owed if he hadn't retracted the rent increases.



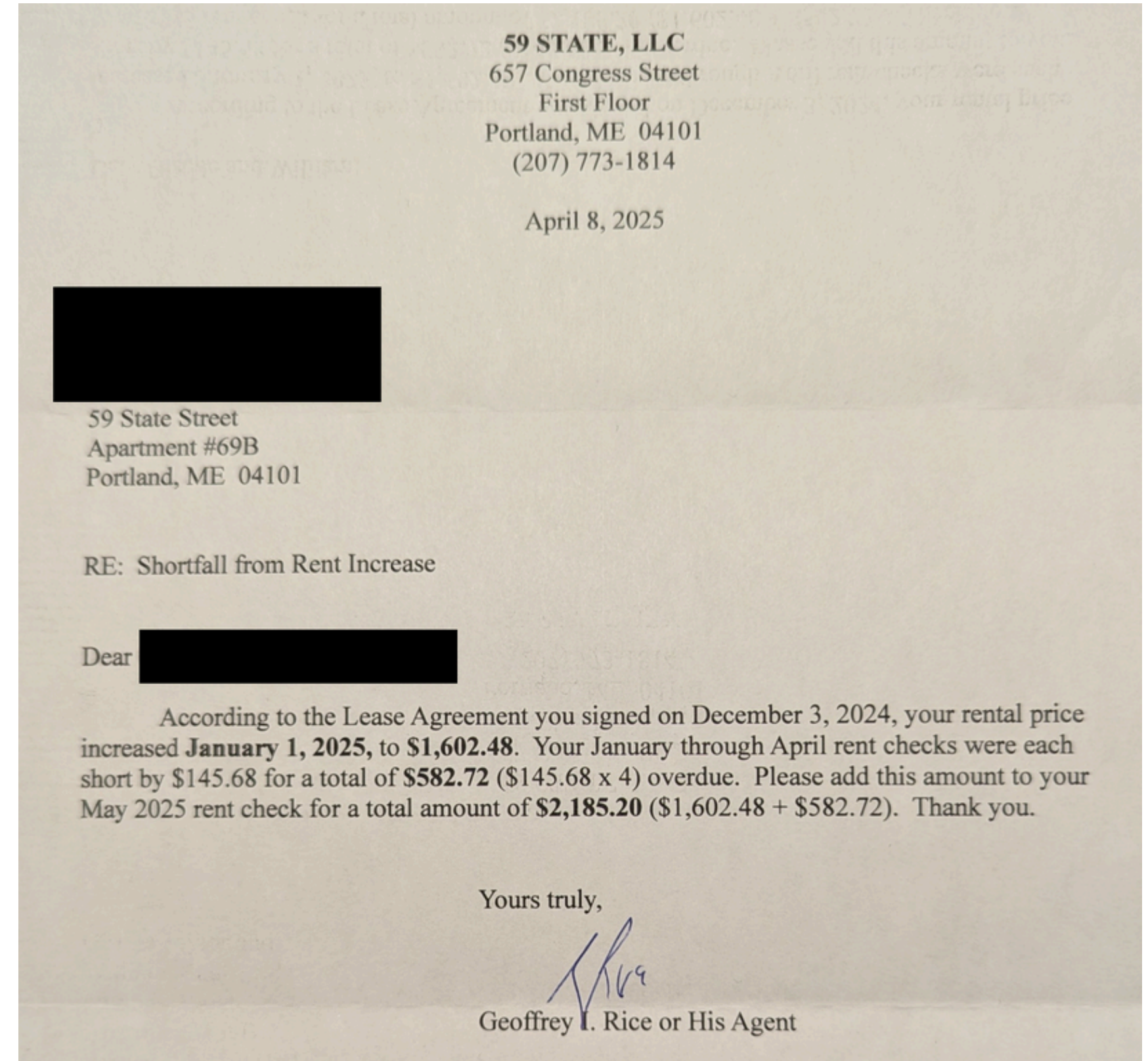
Case Studies



VIOLATION EXAMPLE 4

59 State Unit 69-B

- On April 8, 2025 — just five days after *backing out* of union negotiations — Mr. Rice sent this tenant a letter demanding \$580 in **back rent**. The exact amount that would have been owed if he hadn't retracted the rent increases.
- NO new **90-day notice** was issued.



...THERE IS MORE

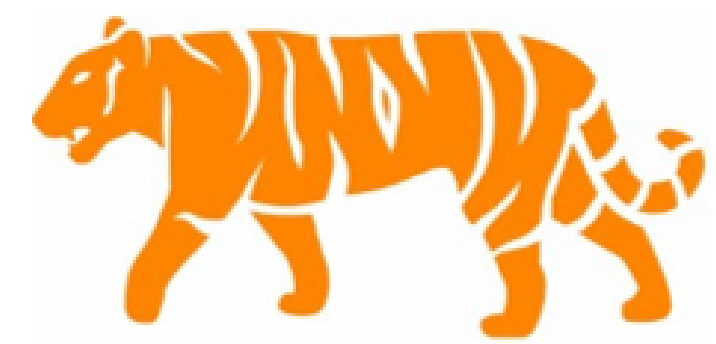


We didn't have an audit for 59 State. Between January & March 2024, we were able to look at 5 leases for 59 State provided by Mr. Rice. 4 had issues (**80%**) and three tenants were refunded ***almost \$5,000:***

- ✗ 1. Unit 8 – **Wrong base rent**
- ✗ 2. Unit 33 – **\$922.60 refund**
- ✗ 3. Unit 43 – **\$2812.41 refund**
- ✗ 4. Unit 46 – **\$997.62 refund (2 tenants)**
- 5. Unit 48 – No issues :)

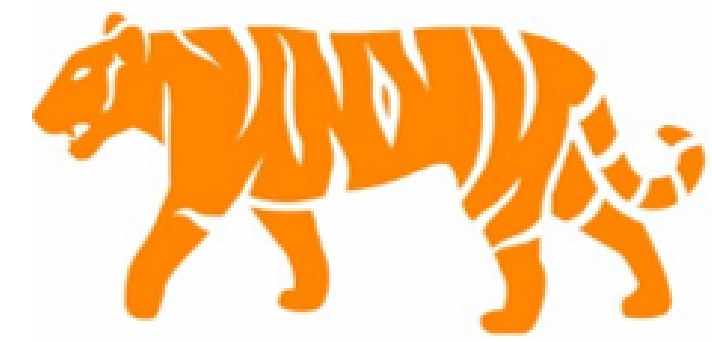
Rice refused to show us any more leases after this.

...THERE IS MORE



**When the city *did* look more closely at 655
Congress, here's what they found:**

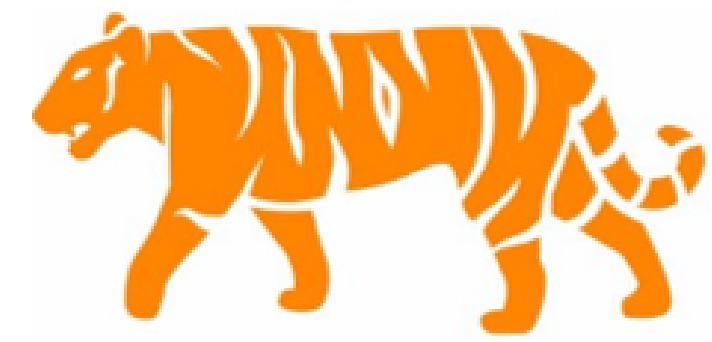
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905

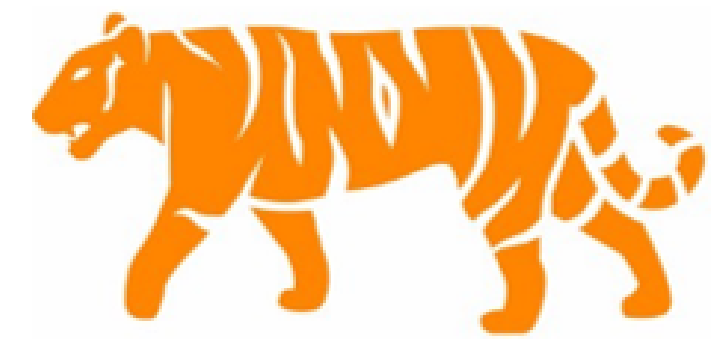
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10% - 5/4/2022</u> -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10% - 5/1/2022</u> – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190

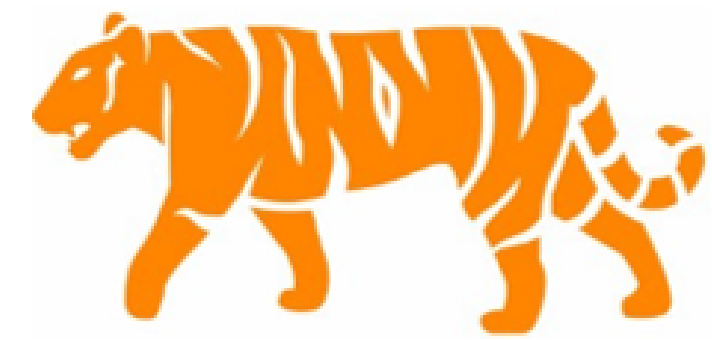
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10% - 5/4/2022</u> -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10% - 5/1/2022</u> – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10% - 9/1/2022</u> - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760

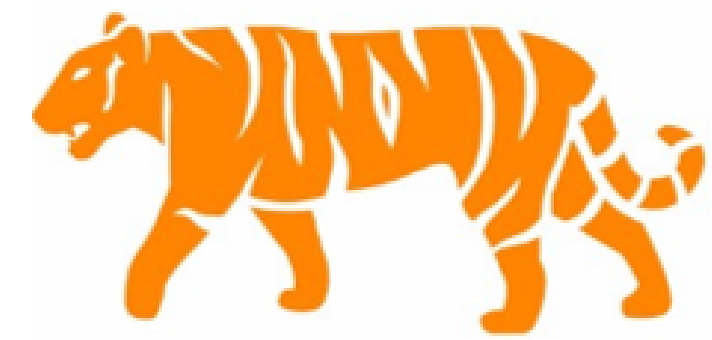
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710

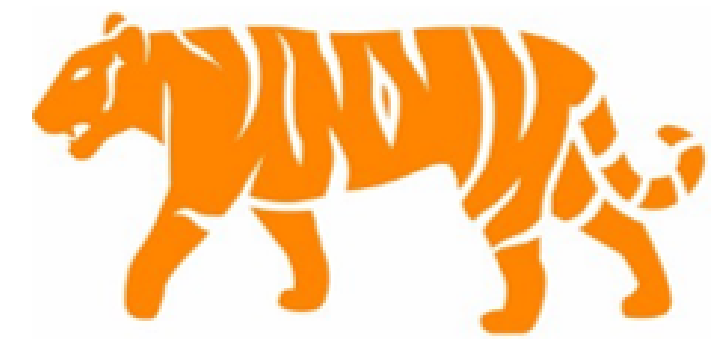
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710
303	• <u>Increase over 5% in 2021</u> – 2/1/2021 – Rent increased from \$920 - \$975 – 6% • <u>Last code-compliant rent charged</u> - \$920

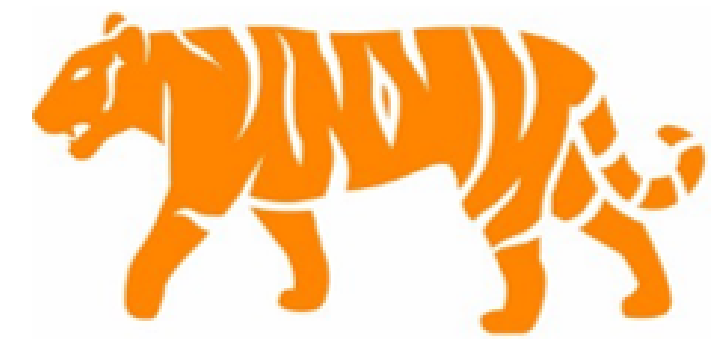
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10%</u> - 5/4/2022 -Rent increased from \$905 - \$1,000 – 10.5% • <u>Last code-compliant rent charged</u> - \$905
206-208	• <u>Increase over 10%</u> - 5/1/2022 – Rent increased from \$1,190 - \$1,369 – 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10%</u> - 9/1/2022 - Rent increased from \$760 - \$895 – 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10%</u> - 2/10/2022 – Rent increased from \$710 - \$848 – 19.4% • <u>Last code-compliant rent charged</u> - \$710
303	• <u>Increase over 5% in 2021</u> – 2/1/2021 – Rent increased from \$920 - \$975 – 6% • <u>Last code-compliant rent charged</u> - \$920
306	• <u>Increase over 10%</u> - 5/18/2022 – Rent increased from \$1,010 - \$1,163 – 15.2% • <u>Last code-compliant rent charged</u> - \$1,010

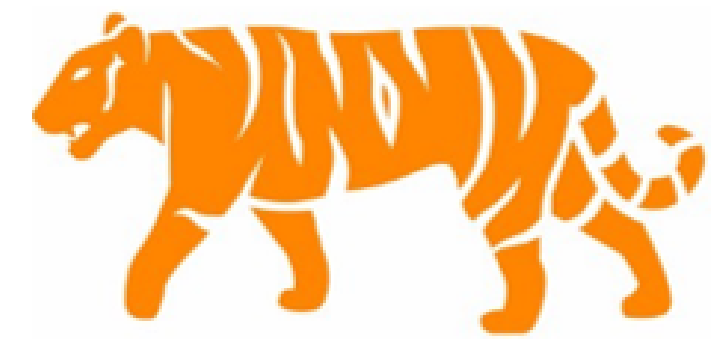
...THERE IS MORE



When the city did look more closely at 655 Congress:

UNIT #	VIOLATION SUMMARY
203	• <u>Increase over 10% - 5/4/2022</u> - Rent increased from \$875 - \$980 - 12% • <u>Last code-compliant rent charged</u> - \$875
206-208	• <u>Increase over 10% - 5/1/2022</u> - Rent increased from \$1,190 - \$1,369 - 15% • <u>Last code-compliant rent charged</u> - \$1,190
211	• <u>Increase over 10% - 4/18/2022</u> - Rent increased from \$760 - \$895 - 17.8% • <u>Last code-compliant rent charged</u> - \$760
214	• <u>Increase over 10% - 2/10/2022</u> - Rent increased from \$710 - \$848 - 19.4% • <u>Last code-compliant rent charged</u> - \$710
307	• <u>Increase over 5% in 2021 - 2/1/2021</u> - Rent increased from \$920 - \$975 - 6% • <u>Last code-compliant rent charged</u> - \$920
306	• <u>Increase over 10% - 5/18/2022</u> - Rent increased from \$1,010 - \$1,163 - 15.2% • <u>Last code-compliant rent charged</u> - \$1,010

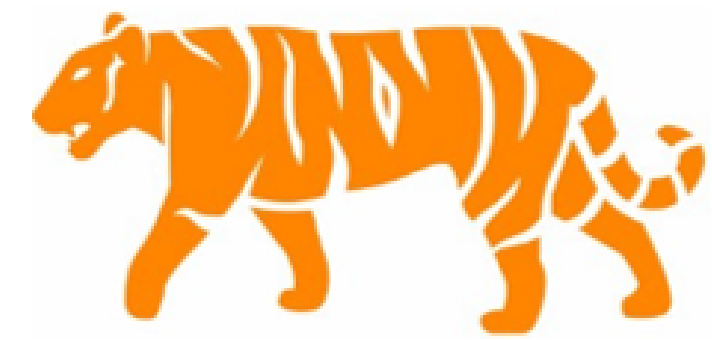
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	VIOLATION SUMMARY
309	- Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% - Last code-compliant rent charged - \$900
206-208	- Increase over 10% - 6/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% - Last code-compliant rent charged - \$1,190
211	- Increase over 10% - 2/1/2022 - Rent increased from \$760 - \$895 - 17.8% - Last code-compliant rent charged - \$760
214	- Increase over 10% - 2/10/2022 - Rent increased from \$1,020 - 1,182.50 - 15.9% - Last code-compliant rent charged - \$1,020
307	- Increase over 5% in 2021 - 2/1/2021 - Rent increased from \$710 - \$750 - 6% - Last code-compliant rent charged - \$710
306	- Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% - Last code-compliant rent charged - \$1,010

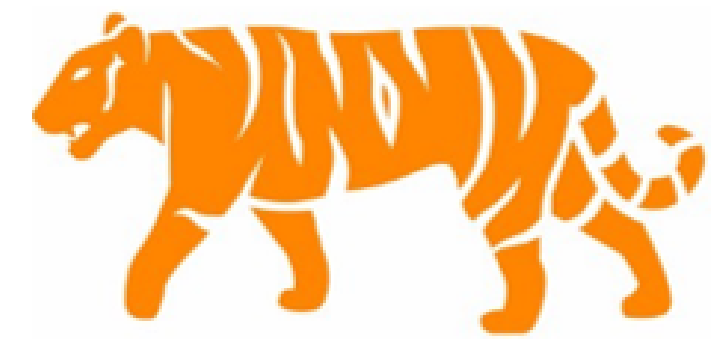
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	V	VIOLATION SUMMARY
309		- Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% - Last code-compliant rent charged - \$900
310		- Increase over 10% - 5/1/2021 - Rent increased from \$710 - \$800 - 12.7% - Last code-compliant rent charged - \$710
214		- Increase over 10% - 5/1/2021 - Rent increased from \$710 - \$800 - 12.7% - Last code-compliant rent charged - \$710
307		- Increase over 5% in 2021 - 2/1/2021 - Rent increased from \$920 - \$972 - 6% - Last code-compliant rent charged - \$920
306		- Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% - Last code-compliant rent charged - \$1,010

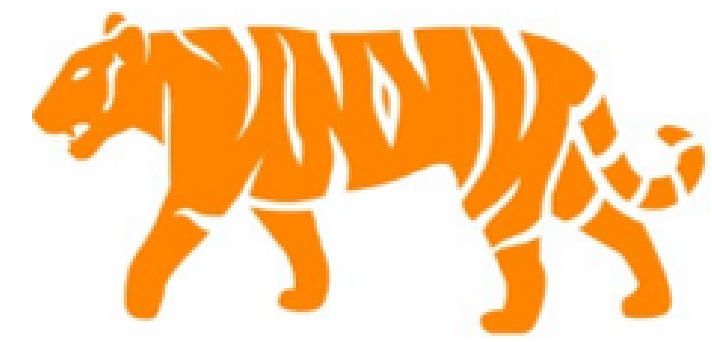
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	VIOLATION SUMMARY
309	• Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% • Last code-compliant rent charged - \$900
310	• Increase over 10% - 5/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • Last code-compliant rent charged - \$1,190
214	• Increase over 5% in 2021 - 5/1/2021 - Rent increased from \$740 - \$830 - 12.7% • Last code-compliant rent charged - \$740
318	• Increase in less than 12 months - Rent increased on 1/1/2022 to \$1,155, next increase on 10/1/2022 to \$1,270 - Increase in 9 months • Last code-compliant rent charged - \$1,155
318	• Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,163 - 15.2% • Last code-compliant rent charged - \$1,010

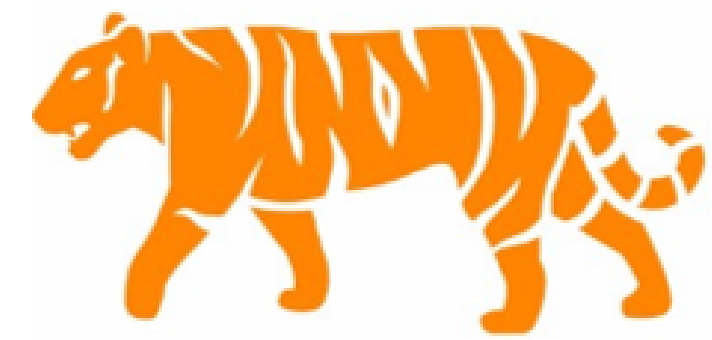
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	VIOLATION SUMMARY
309	• Increase over 10% - 5/4/2022 - Rent increased from \$875 - \$980 - 12% • Last code-compliant rent charged - \$900
321-322	• Increase over 10% - 5/1/2022 - Rent increased from \$1,190 - \$1,369 - 15% • Last code-compliant rent charged - \$1,190
214	• Increase over 5% in 2021 - 5/1/2021 - Rent increased from \$740 - \$810 - 9.5% • Increase in less than 12 months - Rent increased on 1/1/2022 to \$1,155, next increase on 1/1/2022 to \$1,182.50 - in 9 months • Last code-compliant rent charged - \$1,128.75
318	• Increase over 10% - 5/1/2021 - Rent increased from \$920 - \$1,010 - 9.8% • Last code-compliant rent charged - \$920
3	• Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - \$1,170 - 15.2% • Last code-compliant rent charged - \$1,010

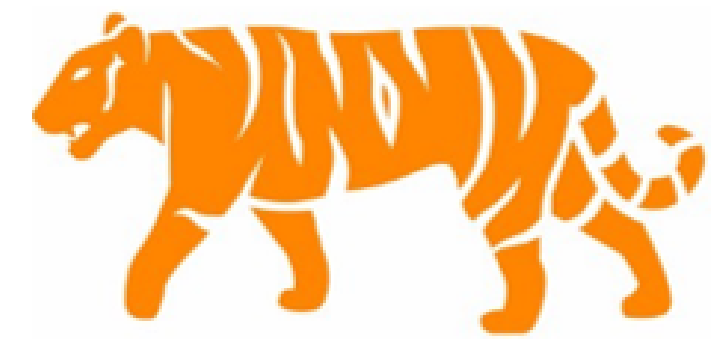
...THERE IS MORE



When the city did look more closely at 655 Congress:

U	VIOLATION SUMMARY
309	• Increase over 10% - 5/4/2022 - Rent increased on 7/1/2021 to \$995, next increase on 6/1/2022 to \$1,092.72 – Increase in 11 months
325-326	• Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 – Increase in 11 months • Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 • Last code-compliant rent charged - \$995
318	• Rent increased on 11/1/2021 to \$1,128.75, next increase on 1/1/2022 to \$1,182.50 – Increase in 2 months • Last code-compliant rent charged - \$920
	• Increase over 10% - 5/18/2022 – Rent increased from \$1,010 to \$1,182.50 – Increase in 9 months • Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months - Rent increased on 6/1/2022 to \$984.50, next increase on 4/1/2023 to \$1,032.74 – **Increase in 10 months**
- Last code-compliant rent charged - **\$984.50**

15.9%

327

- Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 – **Increase in 10 months**
- Increase in less than 12 months - Rent increased on 6/1/2022 to \$1,092.72 – **Increase in 10 months**
- next increase on 4/1/2023 to \$1,146.27 – **Increase in 10 months**
- Last code-compliant rent charged - **\$995**

in 9 months

325-326

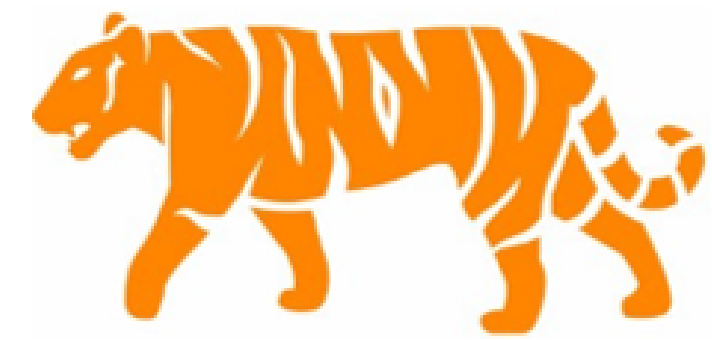
- Rent increased on 11/1/2021 to \$1,128.75, next increase on 1/1/2022 to \$1,182.50 – **Increase in 2 months**
- Last code-compliant rent charged - **\$1,128.75**

\$920

15.2%

- Last code-compliant rent charged - **\$1,010**

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months - next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75

404

- Increase over 5% in 2021 - 8/1/2021 - Rent increased from \$975 - \$1,045.75, - **7.2%**
- Increase in less than 12 months - Rent increased on 8/1/2021 to \$1,045.75, next increase on 12/1/2021 to \$1,050 - **Increase in 4 months**

- Increase over 10% - 7/1/2022 - Rent increased from \$1,050 - \$1,175.02 - **11.9%**

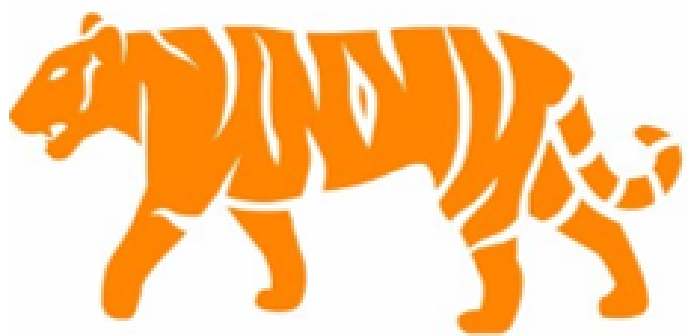
- Last code-compliant rent charged - **\$975**
- Last code-compliant rent charged - **\$1,128.75** - **Increase in 2 months**

- Last code-compliant rent charged - **\$920**

- Increase over 10% - 5/18/2022 - Rent increased from \$1,010 - **15.2%**

- Last code-compliant rent charged - **\$1,010**

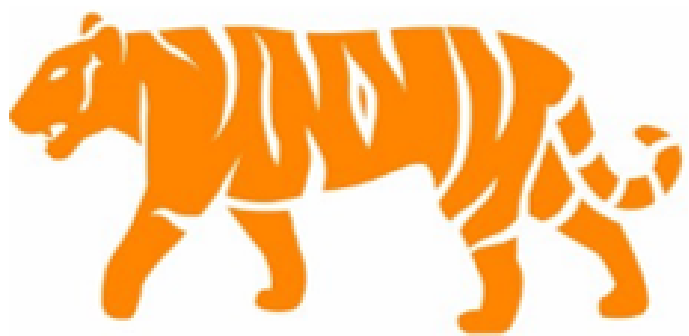
...THERE IS MORE



When the city did look more closely at 655 Congress:

327	• Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75
408-409	• Increase over 5% in 2021 – 8/1/2021 - Rent increased on 8/1/2021 to \$1,045.75, 7.70% • Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, Increase in 4 months • Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, next increase on 1/1/2022 to \$1,265 – Increase in 2 months • Increase in less than 12 months – Rent increased on 1/1/2022 to \$1,265, next increase on 11/15/2022 to \$1,425 – Increase in 10 months • Increase over 10% - 11/15/2022 – Rent increased from \$1,265 - \$1,425 – 12.6% • Last code-compliant rent charged - \$1,207.70
318	• Last code-compliant rent charged - \$1,010 • Increase over 10% - 5/18/2022 – Rent increased from \$1,010 - \$1,175.02 – 15.2%

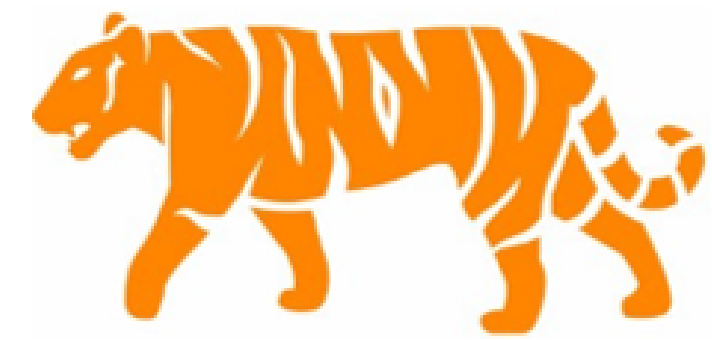
...THERE IS MORE



When the city did look more closely at 655 Congress:

327	• Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75
408-409	• Increase over 5% in 2021 – 8/1/2021 - Rent increased on 8/1/2021 to \$1,045.75, + 7.0% • Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, Increase in 4 months • Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, next increase on 1/1/2022 to \$1,265 – Increase in 2 months • Increase in less than 12 months – Rent increased on 6/1/2022 to \$844.70, next increase on 11/15/2022 to \$886.94 – Increase in 2 months • Increase over 10% – Rent increased on 6/1/2022 to \$844.70, next increase on 8/1/2022 to \$886.94 – Increase in 2 months • Last code-compliant rent charged - \$844.70
410	• Increase in less than 12 months – Rent increased on 6/1/2022 to \$844.70, next increase on 8/1/2022 to \$886.94 – Increase in 2 months • Last code-compliant rent charged - \$1,207.70
	• 15.2% • Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months – Rent increased from \$975 - \$1,045.75 next increase on 8/1/2021 - Rent increased from \$975 - \$1,045.75

- Increase over 5% in 2021 – 8/1/2021 - Rent increased from \$975 - \$1,045.75, **7.70%**
- Increase in less than 12 months – Rent increased on 8/1/2021 to \$1,045.75, **Increase in 4 months**

421-422

- Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, **175.02 -**
- Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50, **Increase in 2 months**

- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, **6/1/2022 to \$844.70,**
- Last code-compliant rent charged - **\$1,105.50**
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, **Increase in 6 months**

410

- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,207.70, **15.2%**
- Last code-compliant rent charged - **\$1,010**

...THERE IS MORE



When the city did look more closely at 655 Congress:

327

- Increase in less than 12 months – Rent increased from \$1,395 to \$1,653 – next increase on 6/1/2022

- Increase over 5% in 2021 – Rent increased from \$1,395 to \$1,045.75, 18.5% increase in 4 months

- Increase over 10% - 6/1/2022 – Rent increased on 11/1/2021 to \$1,207.50 – Last code-compliant rent charged - \$1,395

423-426

- Last code-compliant rent charged - \$1,395
- Increase in less than 12 months – Rent increased on 11/1/2021 to \$1,207.50 – next increase on 3/1/2022 to \$1,265 – Increase in 2 months

- Last code-compliant rent charged - \$1,395
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, 6/1/2022 to \$844.70, – Increase in 6 months

410

- Last code-compliant rent charged - \$1,105.50
- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,207.70 – next increase on 8/1/2022

15.2%

- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655 Congress:

505-506	• Increase in less than 12 months – Rent increased from \$1,395 to \$1,653 –
423-426	• Increase over 5% in 2021 – \$1,175 – 11.9% • Last code-compliant rent charged – \$1,105.50 • Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, next increase on 3/1/2022 to \$1,150 – Increase in 6 months
410	• Last code-compliant rent charged – \$1,207.70 • Increase in less than 12 months – Rent increased on 5/18/2022 to \$1,207.70, next increase on 8/1/2022 to \$1,207.70 – 15.2% • Last code-compliant rent charged – \$1,010

...THERE IS MORE



When the city did look more closely at 655

5

509

423-426

410

- Increase in less than 12 months – Rent increased from \$1,395 to \$1,653 – next increase on 8/10/2022 to \$1,700
- Increase over 5% in 2021 – \$1,175 – 11.9% – Rent increased on 9/1/2021 to \$1,105.50, next increase on 3/1/2022 to \$1,150 – Increase in 6 months
- Last code-compliant rent charged - \$1,105.50
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, next increase on 8/1/2022 to \$1,207.70
- Last code-compliant rent charged - \$1,207.70
- Increase in less than 12 months – Rent increased on 9/1/2021 to \$1,105.50, next increase on 8/1/2022 to \$1,207.70
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

511

Increase in less than 12 months
Increase on 8/10/2022 to \$
Increased from \$1,395 to \$1,653 -

503

Increase in less than 12 months - 15.75,
increase on 8/1/2021 to \$782.25 - .02 -

423-426

Last code-compliant rent charged - 1,207.50
1,844.70,

410

Last code-compliant rent charged - 1,105.50
Increase in less than 12 months - Rent increased on 9/1/2021 to \$1,105.50,
next increase on 3/1/2022 to \$1,150 - Increase in 6 months
Last code-compliant rent charged - \$1,207.70

15.2%

Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

Increase in less than 12 months
Increase on 8/10/2022 to \$1,395 to \$1,653 -

511

601

423-42

- Increase over 10% - 6/1/2023 - .75,
12.9%
- Last code-compliant rent charged 7.50

- Increase on 3/1/2022 to \$1,150 - Rent increased on 9/1/2021 to \$1,105.50, **Increase in 6 months**
- Last code-compliant rent charged - \$1,105.50
- Increase in less than 12 months - Rent increased on 9/1/2021 to \$1,105.50, **Increase in 6 months**
- next increase on 8/1/2022 - **\$1,207.70**
- Last code-compliant rent charged - \$1,207.70

410

15.2%

- Last code-compliant rent charged - \$1,010

...THERE IS MORE



When the city did look more closely at 655

Increase in less than 12 months
Increase on 8/10/2022 to \$

511

- Increase over 5% in 2021 – 8/1/2021 – Rent increased from \$975 to \$1,084.75 – **7.6%**

- Increase in less than 12 months – Rent increased on 8/1/2021 to \$1,048.75, next increase on 12/1/2021 to \$1,050 – **Increase in 4 months**
- Increase in less than 12 months – Rent increased on 12/1/2021 to \$1,050, next increase on 8/1/2022 to \$1,146.45 – **Increase in 8 months**
- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,146.45 next increase on 6/1/2023 – **Increase in 10 months**
- Last code-compliant rent charged - **\$975**
- Last code-compliant rent charged - **\$1,207.70**
- Last code-compliant rent charged - **\$1,010**

602

...THERE IS MORE



When

608

511

602

- are closely at 655
- in less than 12 months
- an 8/10/2022 to \$
- from \$975 to
- to \$1,048.75,
- 10%
- Last code-compliant rent**
- Increase over \$1,084.75 – 7.6%
- Increase in less than 12 months next increase on 12/1/2021 to \$1,050 – 11%
- Increase in less than 12 months – Rent increased on next increase on 8/1/2022 to \$1,146.45 – Increase in 8 months
- Increase in less than 12 months – Rent increased on 8/1/2022 to \$1,146.45 next increase on 6/1/2023 – Increase in 10 months
- Last code-compliant rent charged - \$975
- Last code-compliant rent charged - \$1,207.70
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



608

511

602

- Increase over $\$975$ to $\$1,048.75$, - **10%**
- Last code-compliant rent
- Increase over $\$1,084.75$ - **7.6%**
- Increase in less than 12 months
- next increase on 12/1/2021 to $\$1,050$ - **11%**
- Increase in less than 12 months - Rent increased on 12/1/2021 to $\$1,050$, next increase on 8/1/2022 to $\$1,146.45$ - **Increase in 8 months**
- Increase in less than 12 months - Rent increased on 8/1/2022 to $\$1,146.45$, next increase on 6/1/2023 - **Increase in 10 months**
- Last code-compliant rent charged - **$\$975$**
- Last code-compliant rent charged - **$\$1,207.70$**
- Last code-compliant rent charged - **$\$1,010$**

...THERE IS MORE



704

- Increase over 5% in 2021 – 9/15/2021 – \$1,023.75, 12/1/2021 – Rent increase \$975 to \$1,025 - **5.1%**

- Increase in less than 12 months – next increase on 12/1/2021 to \$1,025
- Increase over 10% - 9/1/2022 – Rent increase **14.6%**

- Last code-compliant rent charged

- Last code-compliant rent charged - **13.2%**

- Last code-compliant rent charged - **\$1,010**

2 months

- Increase over 5% in 2021 – 9/15/
\$1,023.75, 12/1/2021
increased by 5% in 2021

Increase over 5% in 2021

5.1%

-10%

- 10%
 Last code-compliant rents -
 over 10% - 9/1/2022 - Re

14.6%

- Last code-compliant rent charged - **\$1,010**
 • Last code-compliant rent charged - **\$1,010**

2 months

W5



6

- Increase over 5% in 2021 – 9/15/
 \$1,023.75, 12/1/2021
 Increase over 5% in 2021
 5.1%

- Code-compliant rent charged - \$1,010
- Increase in less than 12 months - Rejected
- next increase on 1/1/2022 to \$1,120
- Increase over 10% - 5/15/2023 - Rejected
- 15.5%
- Last code-compliant rent charged - \$1,010

...THERE IS MORE



704

- Increase over 5% in 2021 – 9/15/2020 – \$1,023.75, 12/1/2020 – Rent increase over 5% in 2021

5.1%

707-708

- Increase in last code-compliant rent charged – 5/1/2021 – \$1,010
- Increase over 5% in 2021 – 5/1/2021 – 11.8%

712-714

- Last code-compliant rent charged – \$1,010
- Last code-compliant rent charged – 2023 – Re

Last code-compliant rent charged - \$1,010

...THERE IS MORE



704

...less than 12 months
Increase over 5% in 2021 – 9/15/2021 – Rent increased from \$950 to \$1,010

715

- Increase over 5% in 2021 – 9/1/2021
12/1/2021 – Rent increased from \$950 to \$1,010 – 5.5%

707-708

- Increase in less than 12 months – Rent increased from \$950 to \$1,010 on 12/1/2021 to \$950 – Inc. 11.8%
- Last code-compliant rent charged - \$1,010

712-714

- Increase over 5% in 2021 – 9/1/2021
12/1/2021 – Rent increased from \$950 to \$1,010 – 11.8%
- Last code-compliant rent charged - \$1,010

Last code-compliant rent charged - \$1,010

...THERE IS MORE



W-5

5:

T-7

6:

704

• Increase over 50% - Rent increased from \$1,000 to \$1,500 in less than 12 months

715

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2021 - Rent increased from \$950 to \$1,050
• Last code-compliant rent charged - \$1,050

717

718

• Increase in less than 12 months - Rent increased on 12/1/2021 to \$950 - Rent 1 - 9/1/2021 - Rent increased from \$850 to \$950
• Last code-compliant rent charged - \$950

712-714

• Increase over 10% - 11.8%

• Last code-compliant rent charged - \$1,010

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



V-5

5:

T-7

6:

704

• Increase over 50% - 12 months

718

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2021 - Rent increased from \$9 - Rent charged - Rent increased from \$9 - Rent charged -

• Increase over 10% - 2/15/2023 - Rent 5 - Rent charged - Rent increased from \$9 - Rent charged -

14.6%

• Last code-compliant rent charged - Rent charged - Rent charged - Rent charged - Rent charged -

717

708

• Increase over 10% - 2/15/2023 - Rent 5 - Rent charged - Rent charged - Rent charged -

11.8%

• Last code-compliant rent charged - Rent charged - Rent charged - Rent charged - Rent charged -

712-714

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



W 5

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7

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704

718

717

728

712-714

• Increase over 50%

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 6/1/2022 - Rent 2 - 9/15/2021

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 6/1/2022 - Rent 3 - 9/15/2021

- 11.8%

• Last code-compliant rent charged - \$1,010

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



V-5
5:
7:
6/

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712-714

808-809

• Increase over 50% -

• Increase over 10% - 6/1/2022 - Rent 1 - 9/15/2022 - Last code-compliant rent charged - \$1,010

• Increase over 10% - 10/1/2022 - Rent 1 - 9/15/2022 - Last code-compliant rent charged - \$1,010

16.6%

• Last code-compliant rent charged - \$1,010

• Increase over 10% - 10/1/2022 - Rent 1 - 9/15/2022 - Last code-compliant rent charged - \$1,010

11.8%

• Last code-compliant rent charged - \$1,010

• Last code-compliant rent charged - \$1,010

...THERE IS MORE



V-5
5:
T-7
6/

704

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712-714

808-809

810-811

Increase over 50%

over 10% - 6/1/2022 - Re

Increase in less than 12 months - R
next increase on 10/1/2021 to \$1
Last code-compliant rent charged

- 11.8%

Last code-compliant rent charged

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

code-compliant rent charged -

Last code-compliant rent charged - \$1,010

...THERE IS MORE



V⁵

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T⁷

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728

712-714

823-825

808-809

810-811

• Increase over 50%

• Increase in less than 12 months
next increase on 6/1/2022 to \$

• Last code-compliant rent charged

- 11.8%

• Last code-compliant rent charged

• Last code-compliant rent charged - \$1,010



4: What We Want

WHAT WE WANT



1: ROLL BACK RENTS

All rents at these properties rolled back to at least Dec. 2022 levels, *consistent with your past rulings.*

*Our landlord was clearly “not in substantial compliance”
at either 59 State or 655 Congress from Dec. 2022 through March 2025.*

WHAT WE WANT



1: ROLL BACK RENTS

“A LANDLORD who is not in substantial compliance with ANY PROVISION of ... the Rent Stabilization Ordinance, may not demand, accept or retain ANY rent increase ...”

(emphasis added), Sec. 6-234(f)

WHAT WE WANT



2: FORFEIT BANKED RENT

All banked rent from Dec. 2022 in these two buildings be forfeited **until he is in full compliance,**
consistent with your past rulings.

WHAT WE WANT



2: FORFEIT BANKED RENT

"The Board concludes that the **Landlords are not entitled to bank the Allowable Increase Percentages** to which they would otherwise be entitled in 2023 and 2024 **as a result of the Landlord's substantial noncompliance** with the RSO."

~Portland Rent Control Board decision 44 Dirigo Street, 9/26/24

"As a result [of the substantial non-compliance], the landlords are not entitled to retain and bank the Allowable Increase Percentages to which they otherwise would have been entitled."

~Portland Rent Control Board decision 36 Sawyer Street, 6/3/24

WHAT WE WANT

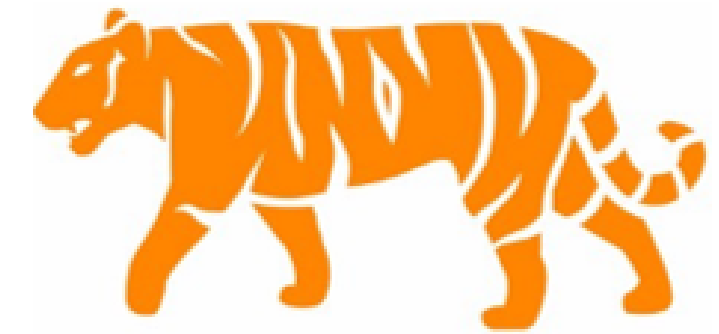


3: ENFORCE FINES

In our original letter, we requested the *minimum fine* of \$100 per violation, as a show of good faith. Mr. Rice has now demonstrated that **he will only comply when caught.**

We are now requesting minimum fines of \$250 per violation, totalling at least \$107,750 for 655 Congress Street and \$49,500 for 59 State Street, due to the *egregious* nature of Mr. Rice's refusal to comply.

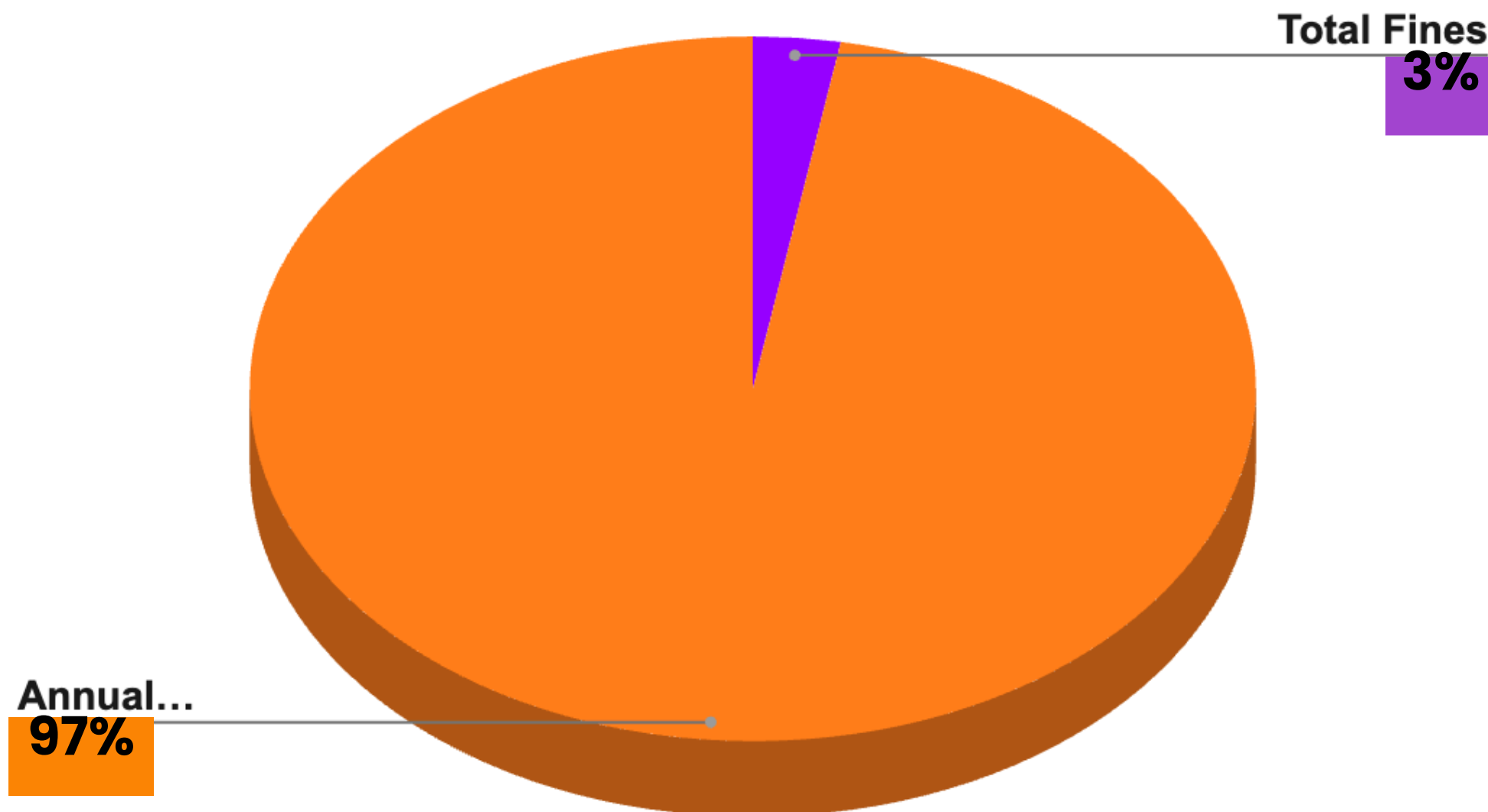
WHAT WE WANT



3: ENFORCE FINES

Fine vs. Annual Landlord Rent

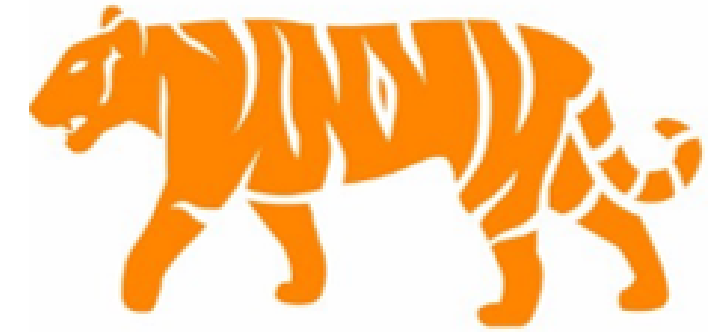
(Fees collected from 59 State Street and 655 Congress Street Tenants)



This fine structure comes out to \$157,250, roughly **3%** of what Mr. Rice takes in annually in rent from his properties.

In total, Mr. Rice collects almost \$5 million from tenants every year.

WHAT WE WANT



3: ENFORCE FINES

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"If there are found to be violations, and if my client doesn't remedy them, and there's need for further punishment, then sure the board **could consider his past conduct, and say 'Well, we think you need a little bit MORE punishment this time.'** "

~4:07:00

WHAT WE ARE ASKING FOR



4: ~~AUDIT~~ 59 STATE

We also request that Mr. Rice **prove** full compliance at both properties through a thorough and transparent audit of 59 State.

Mr. Rice's lawyer Jeremy Dean at Rent Board Hearing 8/19/2024:

"I don't know if an **internal audit** has been done of all of these buildings' units. That's something that I would **certainly recommend the landlord do** [...] far better than waiting for another violation to be pointed out and brought to his attention through the HSO process."

~4:01:50



5: Conclusion



IN CONCLUSION

The first documented rent control violation our landlord committed goes back to August 1, 2020, literally 61 days after the first possible day a violation could have occurred. The latest one we found was April 8, 2025.

In between, our landlord violated rent control more than 230 times. And those are just the ones we know about.

We are asking you to help end this behavior by holding our landlord accountable to fullest extent provided by law.



IN CONCLUSION

At first, we believed these violations were just mistakes. Despite our offers of help being mostly rejected, we continued to believe it was simply our landlord's incompetence at learning a new law.

After **almost four years** of our landlord using lawyers, legalese, and eviction threats to scare and intimidate tenants, it is clear that his attempts to overcharge tenants are both malicious and predatory. He is actively avoiding compliance and refusing outside help which would block him from charging what he wants.

The premise of “in good faith” has been exhausted.



IN CONCLUSION

We tried to work with Mr. Rice, but he strung us along for months, delaying and refusing to sign the agreement before finally walking away.



IN CONCLUSION

“Give The Law Teeth”

**There is no incentive for our landlord to comply with the law
if it is not *swiftly* and *fully* enforced.**

**It is time to end the cycle of financial abuse and
serve justice for all affected tenants.**

We hope you will help us.



Thank you!

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

Date of Hearing:

May 28, 2025

Owner Name and Address:

The Fredericka Kapothanasis Testamentary Trust
27 Running Brook Rd
Westbrook, ME 04092

Agent Name and Address:

Kevin A. King
PO Box 695
Westbrook, ME 04098-0695

Property Address and Unit:

218 Ocean Ave, Units 218, 220 & 222

CBL:

140-B-015-001

Tenants/Interested Parties:

Yes

City of Portland Permitting and Inspections Department Landlord Worksheet/Petition for Rent Board Approved Increase Rent Increase using Fair Return Standard: Maintenance of Net Operating Income (MNOI)

Note to Applicants

All information and documentation provided in this application will be made available to the public, pursuant to applicable public access laws in the State of Maine. An Applicant may choose to redact sensitive information contained herein, including, but not limited to bank account information, debit card or credit card information, government-issued identification information, personal contact information such as phone numbers, email addresses, tenant or employee names, or other personally identifying information. The Rent Board may act within its authority to request any additional information it deems pertinent to the application at hand.

Introductory Information

A landlord is entitled to a fair return on investment, which means an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors for the risks they have assumed, and to achieve minimum constitutionally protected standards.

Pursuant to the Rent Control Ordinance, the fair return on investment must be calculated using Maintenance of Net Operating Income (MNOI). This methodology presumes the net operating income the landlord earned from a Covered unit during the calendar year 2019 yielded a fair return on investment unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. To qualify for an MNOI increase, the landlord has to file this application for a hearing by the Rent Board.

1. Presumption of Base Year Net Operating Income

It shall be presumed that the net operating income received by the landlord during the calendar year 2019 (the Base Year) yielded a Fair Return on investment. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. Fair Return

A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. Base Year:

- a. Calendar year 2019 is the Base Year.
- b. In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.
- c. Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. Current Year

The "current year" shall be the calendar year preceding the petition.

5. CPI (Consumer Price Index)

The annual CPI for the current year for All Urban Consumers for the Greater Boston Metro area (All Urban Consumers, All Items) provided by the U.S. Bureau of Labor Statistics [[Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov)].

6. Limits of Allowable Rent Increases in Any One Year

If the amount of any rent increase granted pursuant to a fair return petition exceeds 10%, the portion in excess of 10% shall be deferred to the next year or years following the procedure for Banked Rent.

General Information About the Property

Street Address: 218-222 Ocean Avenue

Parcel Number(s): 140 B015001

Year Property Purchased by Current Owner: July 10, 2020 Deed Transfer to Trust

Total Number of Units on the Property: Three

Total Number of Units Affected by Proposed Rent Increase: Three

Are there Rental Units that are Partially or Fully Exempt (circle)? Yes No

If yes, number of Exempt Rental Units and Basis for Exemption: None

I. Landlord Information

Name: The Fredericka Kapothanasis Testamentary Trust; c/o Paul Kapothanasis, Trustee

Phone(s): Tel 207-318-7654

Business Address: 27 Running Brook Road

City, State, Zip: Westbrook, Maine 04092

Business E-mail: PaulK@promptoil.com

II. Agent Information (if applicable)

Name: Kevin A. King

Phone(s): Tel 207-318-7568

Business Address: PO Box 695

City, State, Zip: Westbrook, Maine 04098-0695

Business E-mail: Kking@promptoil.com

III. Services

Please check the applicable box to identify the manner in which each service is paid.

	Paid by Landlord, but not passed through to Tenants	Tenants pay service directly	Landlord pays service and passes cost through to Tenants
Gas	☐	☒	☐
Electricity	☐	☒	☐
Water	☒	☐	☐
Sewer	☒	☐	☐
Garbage	☐	☒	☐
Other:	☐	☐	☐

IV. Changes to Services

Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge.

Except for repairs and improvements, there are no actual changes in services to Tenant(s).

If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:

Except for repairs and improvements, there are no actual changes in services to Tenant(s).

.....

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

Gross Rental Income

Gross rental income includes:

- Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.
If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.
- Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

Gross rental income shall not include:

- Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
- Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

VI. Operating Expenses

Operating expenses include reasonable costs of operation and maintenance of the Rental Unit, including:

- Management Expenses;
- Utility Costs except a utility that are paid directly by the tenant(s);
- Real Property Taxes Assessed and Paid;
- Insurance;
- License, Registration and other Public Fees;
- Landlord-performed Labor;
- Legal Expenses;
- The Amortized Costs of Capital Improvements; and
- Other Reasonable Operating Expenses.

Operating expenses shall not include the following:

- Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
- Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
- Land lease expenses;
- Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
- Depreciation;
- Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
- Unreasonable increases in expenses since the Base Year;
- Expenses associated with the provision of master-metered gas and electricity services;

- Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
- Unreasonable Expenses.

Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough to show that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete Section XIX, Claim for Adjustment of Base Year Net Operating Income and Associated Rent Adjusted Claim at the end of this Application.

Check here ☐ if a claim for a Base Year Rent Adjustment is included in this application and complete Section XVIII of this Application.

VII. Income Worksheet

	Base Year (2019) ¹	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	\$ 23,100	\$ 38,582
2. Portion Attributable to Vacancy	\$ _____	\$ _____
Fees (indicate what fee is for):		
3. Late fees	\$ _____	\$ _____
4. List fees, other than utilities, collected for services & amenities not included in rent	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____
Other Income (list separately by type)²:		
8. _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____
Fees charged by landlord for Utilities		
11. Gas	\$ _____	\$ _____
12. Electricity	\$ _____	\$ _____
13. Water	\$ _____	\$ _____
14. Sewer	\$ _____	\$ _____
15. Garbage & Recycling	\$ _____	\$ _____
Other Utilities (list separately by type):		
16. _____	\$ _____	\$ _____
17. _____	\$ _____	\$ _____
18. TOTAL INCOME	\$ 23,100	\$ 38,582
(add only lines 1 and 3-17)		

¹ or an alternative year in the event of extenuating circumstances.

² Interest earned by Landlord on Tenant security deposits, other interest, or investment income.

VIII. Operating Expense Worksheet

Additional operating expense items can be listed for this worksheet using separate page(s) as needed.

	Base Year (2019)	Current Year (2024)
1. Assessments	\$ _____	\$ _____
2. Real Property Taxes	\$ <u>6,923</u>	\$ <u>8,217</u>
3. License Tax/Fee	\$ _____	\$ <u>150</u>
4. Rent Board Registration Fees	\$ _____	\$ _____
5. Insurance	\$ _____	\$ <u>5,036</u>
6. Accounting	\$ _____	\$ <u>937</u>
7. Legal (explain types of legal expenses)	\$ _____	\$ <u>3,839</u>
8. Manager /Management Services	\$ _____	\$ _____
9. Security	\$ _____	\$ _____
10. Office Supplies	\$ _____	\$ _____
12. Normal Repairs	\$ <u>2,746</u>	\$ <u>4,539</u>
13. Owner-Performed Labor	\$ _____	\$ _____
14. Plumbing Maintenance	\$ _____	\$ _____
15. Pool Maintenance	\$ _____	\$ _____
16. Landscape Maintenance/snow removal	\$ _____	\$ _____
17. Other Maintenance	\$ _____	\$ _____
18. Parking Lot/Street Maintenance	\$ _____	\$ _____
19. Gas (separately metered only)	\$ _____	\$ _____
20. Electricity (separately metered only)	\$ _____	\$ _____
21. Water	\$ <u>1,990</u>	\$ <u>2,608</u>
22. Sewer	\$ _____	\$ _____
23. Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	\$ _____	\$ <u>1,775</u>
24. Vandalism Repairs	\$ _____	\$ _____
25. Uninsured Damages	\$ _____	\$ _____
27. TOTAL OPERATING EXPENSES	\$ <u>11,659</u>	\$ <u>26,951</u>

IX. Allowances for Capital Improvements

Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250.00 or more per unit.

Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the City, as provided in Section XI, unless it is determined that an alternate period is justified based on the evidence presented at the Rent Board hearing.
2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of Portland Code or state law where the original installation of the improvement was not in compliance with code requirements.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on March 1, 2023 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was \$20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

Capital Improvement Cost	Interest Allowance	Period	Total Principal & Interest – Life of Improvement	Total Interest – Life of Improvement
\$20,000	5.88%	10 years (120 months)	\$26,500.52	\$6,500.52

Annual Amortized Cost	Monthly Amortized Cost	# of Units	Monthly Cost per Unit
\$2,650.05	\$220.84	4	\$55.21

X. Amortization Period of Capital Improvements/Expenses

In amortizing capital improvements/ expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit.

	Years
Appliances	
Air Conditioners*	10
Refrigerator*	5
Stove*	5
Garbage Disposal	5
Water Heater*	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Basic Items	
Fans*	5
Cabinets*	10
Carpentry	10
Counters*	10
Doors*	10
Knobs	5

	Years
Screen Doors	5
Fencing and Security*	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair*	10
Foundation Replacement*	20
Foundation Bolting*	20
Iron or Steel Work	20
Masonry-Chimney Repair*	20
Shear Wall Installation*	10
Electrical Wiring*	10
Elevator*	20
Fencing	
Chain	10
Block	10
Wood	10

	Years
Fire Systems	
Fire Alarm System*	10
Fire Sprinkler System*	20
Fire Escape*	10
Flooring/Floor Covering	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
Fumigation Tenting*	5
Furniture	5
Automatic Garage Door Openers*	10
Gates	
Chain Link	10
Wrought Iron	10
Wood	10

	Years
Glass	
Windows*	5
Doors*	5
Mirrors	5
Heating*	
Central	10
Gas	10
Electric	10
Solar	10
Insulation	10
Landscaping	
Planting	10
Sprinklers	10
Tree Replacement	10
Lighting	

	Years
Interior*	10
Exterior*	5
Exterior	
Locks*	10
Mailboxes*	10
Meters*	10
Plumbing	
Fixtures*	10
Pipe Replacement*	10
Re-Pipe Entire Building*	20
Shower Doors*	5
Painting	
Interior	5
Exterior	5
Paving	
Asphalt	10
Cement	10

	Years
Decking	10
Plastering	10
Sump Pumps*	10
Railings*	10
Roofing*	
Shingle/Asphalt	10
Built-up, Tar and Gravel	10
Tile	10
Gutters/Downspouts	10
Security*	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
Sidewalks/Walkways*	10
Stairs	10
Stucco	10

	Years
Tilework	10
Wallpaper	5
Window Coverings*	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Mini-blinds	5
Shutters	5

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

XI. Interest Allowance on Capital Improvements

If an amount was reported as an amortized portion of expenses on Section IX, Operating Expense Worksheet, line 23 of the Base Year or current operating expense table above, complete this section.

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition. <http://www.freddiemac.com/pmms/archive.html>

Please use the Microsoft Excel version of this page (available from the Housing Safety Office) or an online amortization calculator to ensure that your numbers are correct.

Completed Capital Improvement and Expense Worksheet (Base Year)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Item #	Brief Description	# of Units Impacted	Initial Cost	Interest Rate Allowed*	Amortization Period (years)*	Interest Amount	Total Cost [Principal + Interest]	Annual Cost	Monthly Cost	Monthly Cost Per Unit
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	_____ %	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Use the amortization table in this Attachment and the information about interest rates.

Total for Base Year [add amounts in column (d)]: \$ _____

Annual Cost for Base Year [add amounts in column (i)]: \$ _____

Completed Capital Improvement and Expense Worksheet (Current Year)

This list may include any capital expenses that are still being amortized in the current year. For example, if a roof was replaced last year, the amortized portion may be counted in the current year.

(a) Item #	(b) Brief Description	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
1	Basement Repairs	3	\$ 200,000	8.81%	20	\$ 226,020.54	\$ 426,020.54	\$ 21,301.03	\$ 1,775.09	\$ 591.70
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$

*Use the amortization table in this Attachment and the information about interest rates.

Total for Current Year [add amounts in column (d)]: \$ 200,000

Annual Cost for Current Year [add amounts in column (i)]: \$ 21,301.03

XII. Blank Worksheet (Optional – Available for Petitioner Use)

AsbestosRemoval \$45,800.00

SidingRemoval / Installation \$84,950.00 New Installation

NewWindows \$28,506.00 New Installation (Energy Conserving)

InsulationCeilings \$5,500.00 New Installation (Energy Conserving)

NewFurnaces \$27,340.00 New Installation (Energy Efficiency)

NewDoors \$6,380.00 New Installation (Energy Conserving)

NewSteps \$20,000.00 New Installation (Safety)

Paving \$8,000.00 New Installation

UnknownRepair Contingency \$23,524.00

SubTotal \$250,000.00

XIII. Owner-Performed Labor

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

XIV. Planned Capital Improvements

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Item #	Brief Description and Expected Date of Completion	# of Units Impacted	Initial Cost	Interest Rate Allowed*	Amortization Period (years)*	Interest Amount	Total Cost [Principal + Interest]	Annual Cost	Monthly Cost	Monthly Cost Per Unit
1	Siding Asbestos Abatement July 2025	3	\$ 45,800	8.81%	20	\$ 51,758.70	\$ 97,558.70	\$ 4,877.94	\$ 406.49	\$ 135.50
2	Installation Siding July 2025	3	\$ 84,950	8.81%	20	\$ 96,002.23	\$ 180,852.23	\$ 9,047.61	\$ 753.97	\$ 251.32
3	New Windows July 2025	3	\$ 28,506	8.81%	20	\$ 32,214.71	\$ 60,720.71	\$ 3,036.04	\$ 253.00	\$ 84.33
4	New Furnaces July 2025	2	\$ 27,340	8.81%	20	\$ 30,897.01	\$ 58,237.01	\$ 2,911.85	\$ 242.65	\$ 121.33
5	New doors, steps Insulation and Paving July 2025	3	\$ 39,880	8.81%	20	\$ 45,068.50	\$ 84,948.50	\$ 4,247.43	\$ 353.95	\$ 117.98

*Use the amortization table in this Attachment and the information about interest rates.

Proposed Capital Expenses [add amounts in column (d)]: \$ 226,476

Annual Cost for Proposed Capital Expenses [add amounts in column (i)]: \$ 24,120.87

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	\$ <u>23,100</u>	\$ <u>38,582</u>
2. Annual Operating Expenses	\$ <u>11,659</u>	\$ <u>26,951</u>
3. Net Annual Operating Income	\$ <u>11,441</u>	\$ <u>11,631</u>
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year		<u>19.67</u> %
$\frac{\text{Line 4 Current Year}-\text{Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$		
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase		\$ <u>13,691</u>
$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$		
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase		\$ <u>2,060</u>
$\text{Line 6} - \text{Line 3 Current Year}$		
8. Allowable Rent Increase/Unit/Month ³		\$ <u>57.22</u>
$\text{Line 7} \div 12 \div \# \text{ of Units}$		

³ If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete XVIII Proposed Adjustment Worksheet.

List the monthly rent, including all fees, charged each tenant, for the twelve (12) months preceding the date of the petition. If the rent was raised during the twelve-month period preceding the petition, including the amount of any fees, list each rent charged and indicate the date each raise was implemented. Provide the year and amount of any unused (banked) Annual Increase Percentage (AIP), Tax Rate Rent Adjustment (prior to 2023), or New Tenancy, or any other rent increase authorized by the Rent Board that have been banked with proper notice to each tenant for future rent increases.

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_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____
_____	\$ _____	\$ _____	_____	_____ %	_____ %	\$ _____	_____

XVII. Proposed Adjustment Worksheet

Use the worksheet below to document current and proposed rents on a per-unit basis. MNOI increases should be distributed on a per capita basis or proportionally to the square footage or costs and expenses attributed to each unit.

Indicate method of allocation: 1/3

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
<u>1</u>	\$ <u>1000.00</u>	<u>Oct 30, 2020</u>	\$ <u>1039.60</u>	<u>Jan 1, 2025</u>	\$ <u>1,139.60</u>	\$ <u>1,139.60</u>	\$ <u>1,939.60</u>
<u>2</u>	\$ <u>1000.00</u>	<u>Oct 30, 2020</u>	\$ <u>1039.60</u>	<u>Jan 1, 2025</u>	\$ <u>1,139.60</u>	\$ <u>1,139.60</u>	\$ <u>1,939.60</u>
<u>3</u>	\$ <u>N/A</u>	<u>Nov 1, 2024</u>	\$ <u>1039.60</u>	<u>Jan 1, 2025</u>	\$ <u>1,139.60</u>	\$ <u>1,139.60</u>	\$ <u>1,939.60</u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
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<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	<u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>

_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
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_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____	\$ _____

XVIII. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

The ordinance dictates that the Rent Board must presume the net operating income the landlord earned from a covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. **Complete this Section XIX and the following Sections XX and XXI only if you are seeking an adjustment in base rent due to special or peculiar circumstances.**

Check the factors below that are applicable to your claim.

- A. **Exceptional Expenses in the Base Year.** The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:
 - a. Extraordinary amounts were expended for necessary maintenance and repairs
 - b. Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
 - c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.
- B. **Exceptional Circumstances in the Base Year.** The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:
 - a. The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
 - b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
 - c. The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- C. **Other exceptional circumstances:** (specify)

If the Rent Board determines that one or more of the above circumstances apply, the calculation of MNOI in Section XX will be performed with an Adjusted Gross Income, and that will be substituted for the Section XVI calculations. This figure represents the income that would have been expected absent the exceptional circumstances. Options for determining Adjusted Gross Income include, but are not limited to:

- A. Base year rents charged for any comparable units in the same building.
- B. The FY 2019 Fair Market Rents for Portland, ME, reported by the US Department of Housing:⁴

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$989	\$1,071	\$1,387	\$1,829	\$2,198

⁴ These values do not include the cost of utilities. If using these numbers, do not include the cost of utilities in the base year when completing the expense portion of the worksheet.

- C. An appraisal of comparable fair market rental values as of 2019 for units similar to the units that are the subject of this application which has been prepared by a Maine licensed appraiser and is attached to this application.

Actual Gross Income for 2019: \$ 36,000.00

Proposed Adjusted Gross Income for 2019: \$ _____

Briefly describe the method for obtaining the proposed income and attach any relevant documentation in support of the claim for an adjustment of base year rent.

XIX. Income and Operating Expense Worksheet With Adjustment of Base Year

Base Year (2019)

Current Year (2024)

Rental Income

1. Adjusted Gross Income (with
Adjusted Base Year as proposed in
Section XIX)

\$ _____

\$ _____

2. Portion Attributable to Vacancy

\$ _____

\$ _____

Fees (indicate what fee is for):

3. Late fees

\$ _____

\$ _____

4. List fees, other than utilities, collected
for services & amenities not included in
rent

\$ _____

\$ _____

5. _____

\$ _____

\$ _____

6. _____

\$ _____

\$ _____

7. _____

\$ _____

\$ _____

Other Income (list separately by type)⁵:

8. _____

\$ _____

\$ _____

9. _____

\$ _____

\$ _____

10. _____

\$ _____

\$ _____

Fees charged by landlord for Utilities

11. Gas

\$ _____

\$ _____

12. Electricity

\$ _____

\$ _____

13. Water

\$ _____

\$ _____

14. Sewer

\$ _____

\$ _____

15. Garbage & Recycling

\$ _____

\$ _____

Other Utilities (list separately by type):

16. _____

\$ _____

\$ _____

17. _____

\$ _____

\$ _____

18. TOTAL INCOME

\$ _____

\$ _____

(add only lines 1 and 3-17)

⁵ Interest earned by Landlord on Tenant security deposits, other interest or investment income.

XX. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	\$ _____	\$ _____
2. Annual Operating Expenses	\$ _____	\$ _____
3. Net Annual Operating Income	\$ _____	\$ _____
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year		_____ %
	$\frac{\text{Line 4 Current Year} - \text{Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$	
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase		\$ _____
	$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$	
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase		\$ _____
	$\text{Line 6} - \text{Line 3 Current Year}$	
8. Allowable Rent Increase/Unit/Month ⁶		\$ _____
	$\text{Line 7} \div 12 \div \# \text{ of Units}$	

⁶ If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete XVIII Proposed Adjustment Worksheet.

XXI. Other Claims

Explain any other claims in support of this application and provide/attach any evidence in support of those claims. Please use additional pages as appropriate:

Attached Estimates and Bids from Vendors which include removal of siding which, after testing, were determined to include asbestos. The replacement of all windows and there frames which will improve heat retention for energy efficiency. The installation of new siding. The replacement of two heat plants for units 218 and 222 Ocean Street. The installation of pavement in the current parking are. The removal and re[ac]ment of front steps and porches for safety and the replacement of front doors to improve security and lessen heat loss. See Addendum for bids and estimates.

XXII. 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).

XXIII. Current Tenant Information

If there are more than four affected tenants, attach additional sheet(s).

Tenant's Name Warren & Pamela Mathison 218
First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name Tim & Sheryl Verge 220
First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name Alexi Mathison 222
First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____
First Last Unit number

Mailing address if different _____ Email address: _____

XXIV. 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:

Fraderica Kapothanasis Trust
FBO Gregory Kapothanasis

Paul Kapothanasis Paul Kapt May 6, 2025

Printed name

Signature

Date

Rent Board Approved Increase Rent Increase Addendum's

Addendum I	Estimate and Bids for Improvements
Addendum II	E-mail from Lendor on Loan Approval Amortization of Proposed Loan and Summary of Costs
Addendum III	Notice to Tenants of Rent Increases and Postal Receipts
Addendum IV	Expenses due for 2024 Invoice for Registration for 2024 (unpaid) Actual paid invoices for 2024

Addendum I

Estimate and Bids for Improvements

***K. Bros Inc.
70 Scott Drive
Westbrook, ME 04092***

April 2, 2025

The Fredericka Kapothanasis Testamentary Trust
c/o Paul Kapothanasis, Trustee
27 Running Brook Road
Westbrook, ME 04092

Re: 218-222 Ocean Ave, Portland, ME 04103

Dear Paul,

Per your request, I have put together a quote for major repairs to the properties the Trust owns at 218-222 Ocean Avenue, Portland, ME, 04103. To summarize, below is a description of the major work needed and the estimated costs for each. I will also provide you the detailed quotes from the companies as well.

- Asbestos Abatement: \$ 45,800.00
- Siding Removal/Installation of New Siding: \$84,950.00
- New Windows (# OF Windows) : \$28,506.93
- Insulation in Apartment Ceilings: \$5,500.00
- New Furnace: \$27,340.00
- New Doors: \$6,380.07
- New Steps: \$20,000.00
- Paving: \$8,000.00

Total Estimated Cost: \$226,477.00

Sincerely,

Michael Harrison
Director of Maintenance
K. Bros, Inc.

Hello, this is your estimate

Location: 222 Ocean Avenue, Portland, ME, 04103

Apply
For

JOB ID
91586088

Option A

Oil to Gas Furnace Replacement

Your Price

\$13,670.00

Accept Estimate

Summary

Pine State Services is grateful for the opportunity to propose the following work:

To remove existing furnace & replace with new Bryant Legacy natural gas furnace only. Some minor new supply & return ducting may be required to fit up new system which has been included in...



Install



Oil to Gas Furnace Replacement

Your Price
\$13,670.00

Z-1YRPC Annual

Your Price

\$0.00

PREFERRED
Customer Club

1 Year Preferred Customer Club Membership

-Priority...

[View More](#)

Subtotal

\$13,670.00

Tax

\$0.00

Total

\$13,670.00

POWERED BY  **ServiceTitan**

[Contact Us](#)

JRK BUILDERS NH LLC
1 FERN ROAD
NORTH HAMPTON
Jrk100@comcast.net

Paul Kapothanasis

PROJECT
218-222 Ocean Ave
Portland Maine

SPECIFICATIONS

ASBESTO ABATEMENT & DISPOSAL \$ 45,800.00

- Please accept proposal written to JRK BUILDERS NH LLC from Lakeside Concrete Cutting Inc.
- Lakeside will perform Asbestos Abatement and Disposal per specs provided in proposal
- Complete proper disposal of all material and cleaning of grounds per state of Maine guidelines
- Removal of fence will be needed as previously discussed with Paul & Mike 03/28/2025
- Replacement or installation of new fence to be determined in near future

EXTERIOR WINDOWS & DOORS \$34,887.00

JRK provided window specifications and costs

SIDING & TRIM WORK TO BE PERFORMED \$84,950.00

- Obtain all necessary permits
- Coordinate with electric company as needed
- Abatement company to perform demo work and disposal per State of Maine guidelines pertaining to Asbestos removal
- Abatement completed and signed off per guidelines of State of Maine
- Remove all windows and exterior doors
- Remove existing lead painted fascia/soffit and rake trim
- Remove exterior (3) Bow window exterior trim
- Remove front door entry trim
- Remove interior window trim
- Install all framing as needed
- Replace rotted sheathing if necessary
- Install moisture barrier house wrap
- Install PVC fascia and blown out rakes
- Install PVC trim at (3) Bow window areas
- Install PVC trim at front entry ways
- Install vinyl vented soffit
- Install new construction Lansing Classic Double Hung windows
- Install window tape flashing
- Install vinyl exterior corner boards
- Install all necessary flashings
- Install 4" Woodgrain clapboard vinyl siding complete coverage (color to be determined)
- Install interior window trim packages
- Paint interior window/door trim

FRONT STEPS**218 entry: \$7600.00****220-222 entry: \$12,400.00**

- Remove existing exterior front steps (2 sets)
- Install necessary footings
- Install all flashings necessary
- Install frame landing CORRECTLY 7" below front door
- Install stair framing
- Install white PVC stair risers
- Install TREX PVC stair treads (color to be determined)
- Install TREX PVC railing system

JRK BUILDERS NH LLC, hereby proposes to furnish all material and labor as complete in accordance with the specifications provided. JRK will represent as General contractor for owner Paul Kapothanasis. JRK will oversee the project with the Asbestos Abatement and disposal process maintaining all work performed by Abatement company performs and completes work in accordance to State of Maine guidelines. Proposal costs are noted above.

Total cost: 185,637.00

Payment terms: Progress payments



LANSING
BUILDING PRODUCTS

www.lansingbp.com

Manufacturing
ACKNOWLEDGEMENT

Distributor Quote Summary

Lansing Building Products

BILL TO:

LANSING PORTSMOUTH NH

PO BOX 6649

RICHMOND, VA 23230-0000

Phone: (804) 266 - 8893 Fax: (804) 261 - 6743 Phone: (603) 433 - 0900 Fax:

SHIP TO:

LANSING PORTSMOUTH NH

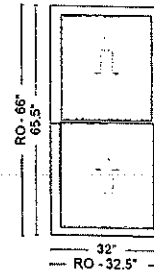
240 WEST ROAD

PORTSMOUTH, NH 03801-5637

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086311	1141371	Unit 219 215	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10000-1	Classic DH , Unit Size 32 x 65.5, RO 32.5 x 66	3	\$499.19	\$1,497.58

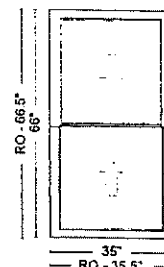
Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded
Frame Width (Inches) = 32, Frame Height (Inches) = 65.5
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
Performance Package = SunGain PLUS, Overall DP Rating=DP40
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail
Options=None/Standard, Sash Limit Devices = Night Latch
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Foam Wrap
(Pre-Applied) = No
Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 65.5,
Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening
Height (Inches) = 66
Clear Opening Width = 27, Clear Opening Height = 27.625, Clear
Opening Square Footage = 5.18
E.Star Zone:North=Yes
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
Offset = 0, FrameSize::Right Offset = 0



Room Location: Front

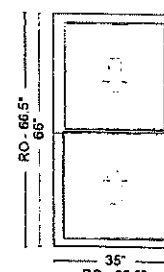
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086311	1141371	Unit 219	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
11000-1	Classic DH , Unit Size 35 x 66, RO 35.5 x 66.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 66 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 66, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 66.5 Clear Opening Width = 30, Clear Opening Height = 27.875, Clear Opening Square Footage = 5.81 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$610.38	\$610.38



Room Location: Living Room

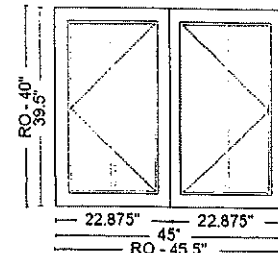
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
12000-1	Classic DH , Unit Size 35 x 66, RO 35.5 x 66.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 66 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 66, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 66.5 Clear Opening Width = 30, Clear Opening Height = 27.875, Clear Opening Square Footage = 5.81 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	3	\$610.38	\$1,831.14



Room Location: Dining Room

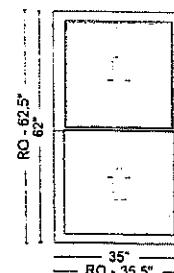
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086311	1141371	Unit 219	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
13000-1	Vinyl Casement , Unit Size 45 x 39.5, RO 45.5 x 40 Unit 1: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Left Unit 2: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Right Frame Width (Inches) = 22.875, Frame Height (Inches) = 39.5 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, None, Overall DP Rating=N/A Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Standard Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 45, Overall Frame Height (Inches) = 39.5, Overall Rough Opening Width (Inches) = 45.5, Overall Rough Opening Height (Inches) = 40 Clear Opening Width = 11.375, Clear Opening Height = 33.75, Clear Opening Square Footage = 2.67 E.Star Zone:North=Yes, E.Star Zone:North-Central=Yes Vertical Common Frame 0" thick, 39.5" length RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$1,174.95	\$1,174.95



Room Location: Kitchen

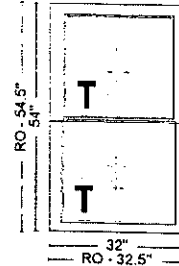
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
14000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Front Bedroom

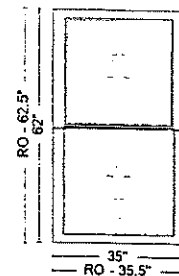
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086311	1141371	Unit 219	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
15000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.42, VT = 0.52, HII-M-48-05209-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled, DSB, Tempered ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$716.92	\$716.92



Room Location: Bathroom

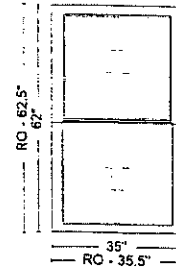
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
16000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Back Bedroom

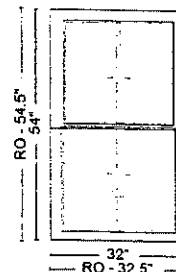
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6086311	1141371	Unit 219	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
17000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Back Bedroom

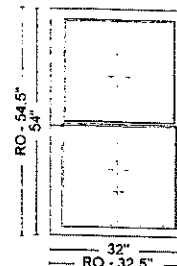
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
18000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$588.15	\$588.15



Room Location: Back Bedroom

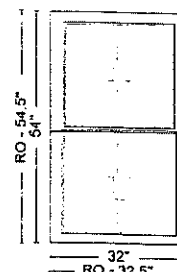
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086311	1141371	Unit 219	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrod	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
19000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$588.15	\$588.15



Room Location: Top of Stair Bedroom

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
20000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	2	\$588.15	\$1,176.30



Room Location: 3rd Floor

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
21000-1	Fiberglass Single Door, Overall Frame Width and Height = 37.4375 x 82, RO = 38.1875 x 82.5.	1	\$1,360.75	\$1,360.75



22000-1	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
	Fiberglass Single Door, Overall Frame Width and Height = 31.4375 x 80, RO = 32.1875 x 80.5, Call Width = 26, Call Height = 66 Handing and Swing (as viewed from exterior) = Single Left Hinge Inswing Door Lite Configuration = No Lite, Texture = Smooth, Panel Design = 6-Panel Glass Option = No Glass, Glass Style = None, Active Door Bore Options = Bore Lockset & Deadbolt, Hinge Type = Stainless Steel Ball Bearing, Jamb Material = Lifetime White Cap Composite, Jamb Depth = 4 9/16, Jamb Weatherstripping = Bronze, Sill Options = Mill Black Cap Composite Adjustable Sill, Exterior Casing Option = White Cap Brickmould w/J-Fin, Exterior Casing Application = Apply Casing.	1	\$765.94	\$765.94

31 435F

SUBTOTAL:	\$12,123.62
TAX:	\$0.00
ORDER TOTAL:	\$12,123.62

DATE _____



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Manufacturing
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Distributor Quote Summary

Lansing Building Products

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PO BOX 6649
RICHMOND, VA 23230-0000
Phone: (804) 266 - 8893 Fax: (804) 261 - 6743

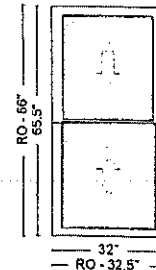
SHIP TO:

LANSING PORTSMOUTH NH
240 WEST ROAD
PORTSMOUTH, NH 03801-5637
Phone: (603) 433 - 0900 Fax:

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10000-1	Classic DH , Unit Size 32 x 65.5, RO 32.5 x 66	3	\$499.19	\$1,497.58

Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded
Frame Width (Inches) = 32, Frame Height (Inches) = 65.5
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
Performance Package = SunGain PLUS, Overall DP Rating=DP40
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail
Options=None/Standard, Sash Limit Devices = Night Latch
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Foam Wrap
(Pre-Applied) = No
Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 65.5,
Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening
Height (Inches) = 66
Clear Opening Width = 27, Clear Opening Height = 27.625, Clear
Opening Square Footage = 5.18
E.Star Zone:North=Yes
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
Offset = 0, FrameSize::Right Offset = 0

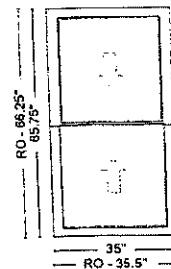


Room Location: Front

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
11000-1	Classic DH , Unit Size 35 x 65.75, RO 35.5 x 66.25	2	\$610.38	\$1,220.76

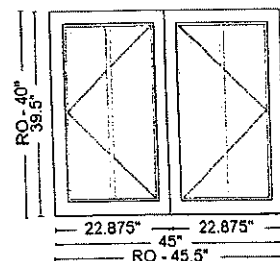
Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded
Frame Width (Inches) = 35, Frame Height (Inches) = 65.75
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
Performance Package = SunGain PLUS, Overall DP Rating=DP40
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail
Options=None/Standard, Sash Limit Devices = Night Latch
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing
w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied)
= No
Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) =
65.75, Overall Rough Opening Width (Inches) = 35.5, Overall Rough
Opening Height (Inches) = 66.25
Clear Opening Width = 30, Clear Opening Height = 27.75, Clear Opening
Square Footage = 5.78
E.Star Zone:North=Yes
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
Offset = 0, FrameSize::Right Offset = 0



Room Location: Dining Room

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
12000-1	Vinyl Casement , Unit Size 45 x 39.5, RO 45.5 x 40	1	\$1,174.95	\$1,174.95

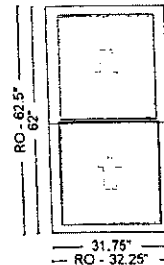
Unit 1: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Left
Unit 2: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Right
Frame Width (Inches) = 22.875, Frame Height (Inches) = 39.5
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
Performance Package = SunGain PLUS, None, Overall DP Rating=N/A
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Standard
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing
w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied)
= No
Overall Frame Width (Inches) = 45, Overall Frame Height (Inches) = 39.5,
Overall Rough Opening Width (Inches) = 45.5, Overall Rough Opening
Height (Inches) = 40
Clear Opening Width = 11.375, Clear Opening Height = 33.75, Clear
Opening Square Footage = 2.67
E.Star Zone:North=Yes, E.Star Zone:North-Central=Yes
Vertical Common Frame 0" thick, 39.5" length
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
Offset = 0, FrameSize::Right Offset = 0



Room Location: Kitchen

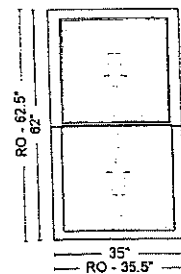
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
13000-1	Classic DH , Unit Size 31.75 x 62, RO 32.25 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 31.75, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 31.75, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 32.25, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 26.75, Clear Opening Height = 25.875, Clear Opening Square Footage = 4.81 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$600.01	\$600.01



Room Location: Bedroom Top of Stairs

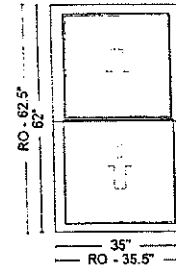
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
14000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Back Bedroom

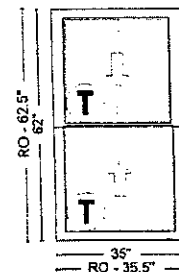
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK		MESSAGE			
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
15000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Back Bedroom

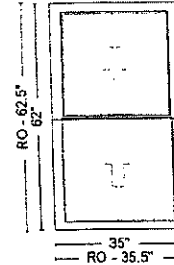
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
16000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.42, VT = 0.52, HII-M-48-05209-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled, DSB, Tempered ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$733.22	\$733.22



Room Location: Bathroom

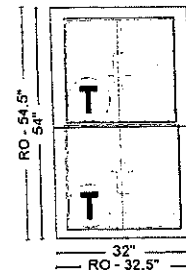
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
17000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.42, VT = 0.52, HII-M-48-05168-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled, DSB ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$643.98	\$643.98



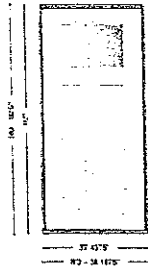
Room Location: Master Bedroom

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
18000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.42, VT = 0.52, HII-M-48-05209-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled, DSB, Tempered ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	2	\$716.92	\$1,433.84



Room Location: 3rd Floor

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086300	1141371	Unit 220	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
19000-1	Fiberglass Single Door, Overall Frame Width and Height = 37.4375 x 82, RO = 38.1875 x 82.5, Call Width = 30, Call Height = 68 Handing and Swing (as viewed from exterior) = Single Left Hinge Inswing Door Lite Configuration = Craftsman Lite, Texture = Smooth, Panel Design = Craftsman Lite 2-Panel Glass Option = Low-E, Glass Style = Grilles, Grille Pattern = 2 Lite, Glass Grille Options = Applied SDL w/GBG, Active Door Bore Options = Bore Lockset & Deadbolt, Hinge Type = Stainless Steel Ball Bearing, Jamb Material = Lifetime White Cap Composite, Jamb Depth = 4 9/16, Jamb Weatherstripping = Bronze, Sill Options = Mill Black Cap Composite Adjustable Sill, Exterior Casing Option = White Cap Brickmould w/J-Fin, Exterior Casing Application = Apply Casing,	1	\$1,360.75	\$1,360.75
				
	Room Location: Front Door			

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
20000-1	Fiberglass Single Door, Overall Frame Width and Height = 31.4375 x 80, RO = 32.1875 x 80.5, Call Width = 26, Call Height = 66 Handing and Swing (as viewed from exterior) = Single Left Hinge Inswing Door Lite Configuration = No Lite, Texture = Smooth, Panel Design = 6-Panel Glass Option = No Glass, Glass Style = None, Active Door Bore Options = Bore Lockset & Deadbolt, Hinge Type = Stainless Steel Ball Bearing, Jamb Material = Lifetime White Cap Composite, Jamb Depth = 4 9/16, Jamb Weatherstripping = Bronze, Sill Options = Mill Black Cap Composite Adjustable Sill, Exterior Casing Option = White Cap Brickmould w/J-Fin, Exterior Casing Application = Apply Casing,	1	\$765.94	\$765.94
				
	Room Location: Back Door			

This quotation is based on our interpretation of the information provided. All quantities, sizes, extensions, grand totals, and specifications should be verified by the ordering party prior to bidding or ordering of materials. Harvey Windows + Doors and or Thermo-Tech Windows and Doors are responsible only for the items as quoted above. Any changes or addendums will be subject to a requote. We propose to supply the materials as described above, subject to the terms and conditions as required by our credit department. The prices are guaranteed for 30 days from the date of quotation unless otherwise noted. Delivery charges may apply and are not reflected on this quote. We appreciate the opportunity to quote this job.

SUBTOTAL:	\$10,639.94
TAX:	\$0.00
ORDER TOTAL:	\$10,639.94

CUSTOMER SIGNATURE _____ DATE _____



Scan QR code for the Harvey Installation Hub to view installation guides and best practices.



Scan QR code for the Thermo-Tech Resources page to view installation instructions.



LANSING
BUILDING PRODUCTS

www.lansingbp.com

Manufacturing
ACKNOWLEDGEMENT

Distributor Quote Summary

Lansing Building Products

BILL TO:

LANSING PORTSMOUTH NH
PO BOX 6649
RICHMOND, VA 23230-0000
Phone: (804) 266 - 8893 Fax: (804) 261 - 6743

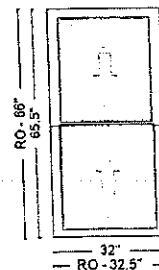
SHIP TO:

LANSING PORTSMOUTH NH
240 WEST ROAD
PORTSMOUTH, NH 03801-5637
Phone: (603) 433 - 0900 Fax:

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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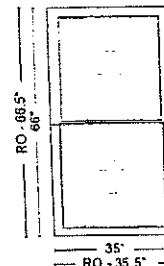
10000-1	Classic DH , Unit Size 32 x 65.5, RO 32.5 x 66 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 65.5 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 65.5, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 66 Clear Opening Width = 27, Clear Opening Height = 27.625, Clear Opening Square Footage = 5.18 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	3	\$499.19	\$1,497.58
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Room Location: Front

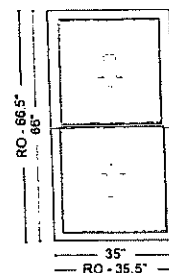
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
11000-1	Classic DH , Unit Size 35 x 66, RO 35.5 x 66.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 66 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 66, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 66.5 Clear Opening Width = 30, Clear Opening Height = 27.875, Clear Opening Square Footage = 5.81 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$610.38	\$610.38



Room Location: Living Room

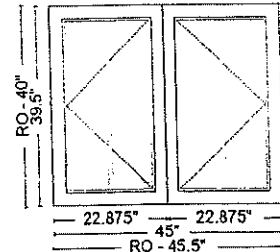
LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
12000-1	Classic DH , Unit Size 35 x 66, RO 35.5 x 66.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 66 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 66, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 66.5 Clear Opening Width = 30, Clear Opening Height = 27.875, Clear Opening Square Footage = 5.81 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	3	\$610.38	\$1,831.14



Room Location: Dining Room

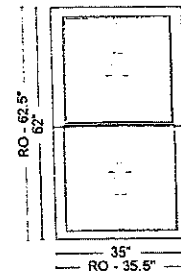
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
13000-1	Vinyl Casement, Unit Size 45 x 39.5, RO 45.5 x 40 Unit 1: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Left Unit 2: U-Factor = 0.23, SHGC = 0.38, VT = 0.45, HII-M-38-08876-00002, Size Options = Custom Size, New Construction, Hinge Right Frame Width (Inches) = 22.875, Frame Height (Inches) = 39.5 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, None, Overall DP Rating=N/A Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Standard Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 45, Overall Frame Height (Inches) = 39.5, Overall Rough Opening Width (Inches) = 45.5, Overall Rough Opening Height (Inches) = 40 Clear Opening Width = 11.375, Clear Opening Height = 33.75, Clear Opening Square Footage = 2.67 E.Star Zone:North=Yes, E.Star Zone:North-Central=Yes Vertical Common Frame 0" thick, 39.5" length RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$1,174.95	\$1,174.95



Room Location: Kitchen

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
14000-1	Classic DH, Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45

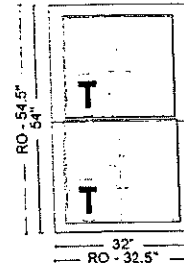


Room Location: Front Bedroom

QUOTE NBR	CUST NBR	CUSTOMER PO		CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222		3/12/2025	Quote Only	Charge
ORDERED BY	STATUS		SHIP VIA	JOB NAME		
Jarrold	None		Whse Delivery	JRK		
CLERK				MESSAGE		
cpo - Chuck Oldham						

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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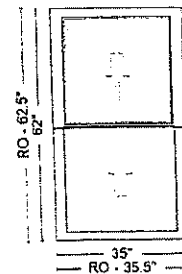
15000-1 Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5
 Unit 1: U-Factor = 0.25, SHGC = 0.42, VT = 0.52, HII-M-48-05209-00002, Size Options = Custom Size, New Construction, Fully Welded
 Frame Width (Inches) = 32, Frame Height (Inches) = 54
 Double Glazed, Double Low-E 180 RS, Argon Filled, DSB, Tempered
 ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
 Performance Package = SunGain PLUS, Overall DP Rating=DP40
 Unit Color = White, Prefinished Unit = No
 Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail
 Options=None/Standard, Sash Limit Devices = Night Latch
 Flex Full Screen, Fiberglass Mesh
 Contour In-Glass, Colonial, Match Frame, 2W1H
 Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing
 w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied)
 = No
 Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54,
 Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening
 Height (Inches) = 54.5
 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear
 Opening Square Footage = 4.1
 E.Star Zone:North=Yes
 RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
 RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
 FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
 Offset = 0, FrameSize::Right Offset = 0



Room Location: Bathroom

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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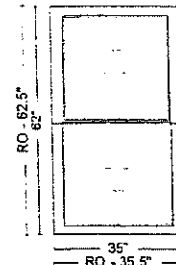
16000-1 Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5
 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded
 Frame Width (Inches) = 35, Frame Height (Inches) = 62
 Double Glazed, Double Low-E 180 RS, Argon Filled
 ENERGY STAR® Performance Packages = SunGain PLUS (Northern),
 Performance Package = SunGain PLUS, Overall DP Rating=DP40
 Unit Color = White, Prefinished Unit = No
 Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail
 Options=None/Standard, Sash Limit Devices = Night Latch
 Flex Full Screen, Fiberglass Mesh
 Contour In-Glass, Colonial, Match Frame, 2W1H
 Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing
 w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied)
 = No
 Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62,
 Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening
 Height (Inches) = 62.5
 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear
 Opening Square Footage = 5.39
 E.Star Zone:North=Yes
 RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5,
 RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5,
 FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left
 Offset = 0, FrameSize::Right Offset = 0



Room Location: Back Bedroom

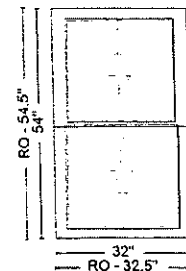
QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrod	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
17000-1	Classic DH , Unit Size 35 x 62, RO 35.5 x 62.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 35, Frame Height (Inches) = 62 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 35, Overall Frame Height (Inches) = 62, Overall Rough Opening Width (Inches) = 35.5, Overall Rough Opening Height (Inches) = 62.5 Clear Opening Width = 30, Clear Opening Height = 25.875, Clear Opening Square Footage = 5.39 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$604.45	\$604.45



Room Location: Back Bedroom

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
18000-1	Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5 Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54 Double Glazed, Double Low-E 180 RS, Argon Filled ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40 Unit Color = White, Prefinished Unit = No Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch Flex Full Screen, Fiberglass Mesh Contour In-Glass, Colonial, Match Frame, 2W1H Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5 Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1 E.Star Zone:North=Yes RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0	1	\$588.15	\$588.15



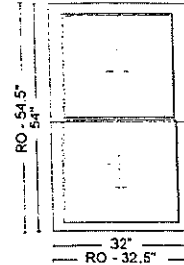
Room Location: Back Bedroom

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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19000-1 Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5

Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No
Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5
Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1
E.Star Zone:North=Yes
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0

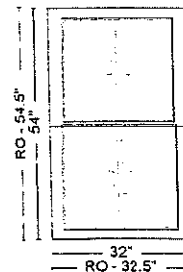


Room Location: Top of Stair Bedroom

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
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20000-1 Classic DH , Unit Size 32 x 54, RO 32.5 x 54.5

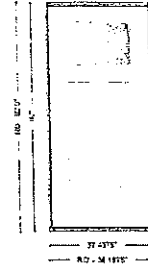
Unit 1: U-Factor = 0.25, SHGC = 0.43, VT = 0.53, HII-M-48-05142-00002, Size Options = Custom Size, New Construction, Fully Welded Frame Width (Inches) = 32, Frame Height (Inches) = 54
Double Glazed, Double Low-E 180 RS, Argon Filled
ENERGY STAR® Performance Packages = SunGain PLUS (Northern), Performance Package = SunGain PLUS, Overall DP Rating=DP40
Unit Color = White, Prefinished Unit = No
Program = None, Label Name = Harvey, Lock Option = Double, Lift Rail Options=None/Standard, Sash Limit Devices = Night Latch
Flex Full Screen, Fiberglass Mesh
Contour In-Glass, Colonial, Match Frame, 2W1H
Integral J Fin, Inside Extension Jamb Receiver Pocket = Yes, Flat Casing w/ Sill Nose, White, Prefinished Casing = No, Foam Wrap (Pre-Applied) = No
Overall Frame Width (Inches) = 32, Overall Frame Height (Inches) = 54, Overall Rough Opening Width (Inches) = 32.5, Overall Rough Opening Height (Inches) = 54.5
Clear Opening Width = 27, Clear Opening Height = 21.875, Clear Opening Square Footage = 4.1
E.Star Zone:North=Yes
RoughOpening::Head Offset = 0.5, RoughOpening::Sill Offset = 0.5, RoughOpening::Left Offset = 0.5, RoughOpening::Right Offset = 0.5, FrameSize::Head Offset = 0, FrameSize::Sill Offset = 0, FrameSize::Left Offset = 0, FrameSize::Right Offset = 0



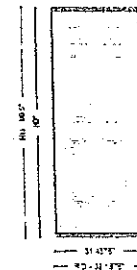
Room Location: 3rd Floor

QUOTE NBR	CUST NBR	CUSTOMER PO	CREATED	ORDERED	ORDER TYPE
6086327	1141371	Unit 222	3/12/2025	Quote Only	Charge
ORDERED BY	STATUS	SHIP VIA	JOB NAME		
Jarrold	None	Whse Delivery	JRK		
CLERK			MESSAGE		
cpo - Chuck Oldham					

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
21000-1	Fiberglass Single Door, Overall Frame Width and Height = 37.4375 x 82, RO = 38.1875 x 82.5, Call Width = 30, Call Height = 68 Handing and Swing (as viewed from exterior) = Single Left Hinge Inswing Door Lite Configuration = Craftsman Lite, Texture = Smooth, Panel Design = Craftsman Lite 2-Panel Glass Option = Low-E, Glass Style = Grilles, Grille Pattern = 2 Lite, Glass Grille Options = Applied SDL w/GBG, Active Door Bore Options = Bore Lockset & Deadbolt, Hinge Type = Stainless Steel Ball Bearing, Jamb Material = Lifetime White Cap Composite, Jamb Depth = 4 9/16, Jamb Weatherstripping = Bronze, Sill Options = Mill Black Cap Composite Adjustable Sill, Exterior Casing Option = White Cap Brickmould w/J-Fin, Exterior Casing Application = Apply Casing,	1	\$1,360.75	\$1,360.75
		Room Location:		Front Door



LINE #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
22000-1	Fiberglass Single Door, Overall Frame Width and Height = 31.4375 x 80, RO = 32.1875 x 80.5, Call Width = 26, Call Height = 66 Handing and Swing (as viewed from exterior) = Single Left Hinge Inswing Door Lite Configuration = No Lite, Texture = Smooth, Panel Design = 6-Panel Glass Option = No Glass, Glass Style = None, Active Door Bore Options = Bore Lockset & Deadbolt, Hinge Type = Stainless Steel Ball Bearing, Jamb Material = Lifetime White Cap Composite, Jamb Depth = 4 9/16, Jamb Weatherstripping = Bronze, Sill Options = Mill Black Cap Composite Adjustable Sill, Exterior Casing Option = White Cap Brickmould w/J-Fin, Exterior Casing Application = Apply Casing,	1	\$765.94	\$765.94
		Room Location:		Back Door



This quotation is based on our interpretation of the information provided. All quantities, sizes, extensions, grand totals, and specifications should be verified by the ordering party prior to bidding or ordering of materials. Harvey Windows + Doors and or Thermo-Tech Windows and Doors are responsible only for the items as quoted above. Any changes or addendums will be subject to a requote. We propose to supply the materials as described above, subject to the terms and conditions as required by our credit department. The prices are guaranteed for 30 days from the date of quotation unless otherwise noted. Delivery charges may apply and are not reflected on this quote. We appreciate the opportunity to quote this job.

SUBTOTAL:	\$12,123.62
TAX:	\$0.00
ORDER TOTAL:	\$12,123.62

CUSTOMER SIGNATURE _____

DATE _____



Scan QR code for the Harvey Installation Hub to view installation guides and best practices.



Scan QR code for the Thermo-Tech Resources page to view installation instructions.

KING & SONS, L.L.C.

ASPHALT PAVING

(207) 645-0988

485 US Rt 2E
Wilton, ME 04294



We Pave Your Way

Road, Driveway & Parking Lot Specialists
All Work Guaranteed • Free Estimates
All work done by Sq. ft. • Licensed & Insured

To: **Prompto**
Mike
Ocean Avenue

1176

☐ QUOTATION

☐ ORDER

Terms:

☒ Power Paved - Power Rolled

☐ 1" Resurface

☐ 2" Resurface

☐ Dig Out

☐ 3" to 6"

☐ 6" to 12"

☐ 12" to 18"

☒ Gravel

☐ 1" Minus Gravel

☐ Fine Grade

☐ 2" Binder Asphalt

☒ 3" Commercial Asphalt

☐ 2" Binder and 1" Surface

☐ Patch and Sealcoating

☐ Sealcoating

☐ 2 1/2" Asphalt

☐ Parking Lot

☐ Road

☒ Driveway

☐ Culvert Work

☐ Ground Work

☐ 1 year Guarantee

☐ No Guarantee

☐ Asphalt Curbing

☐ Hot Crack Filler

☐ Drain Pipes

Description of Work _____

**Regrade area, add gravel If needed,
compact gravel. Pave 3 inches of hot
asphalt. Compact asphalt.**

Sales Rep _____

Signature _____

Date _____

We cannot be responsible for frost heaves or cracks caused by weather.
Not responsible for tire marks. Prices will change for additional work
50% Deposit required at start of work

Total Amount Due

\$ 8,000

Addendum II

E-mail from Lendor on Loan Approval Amortization of Proposed Loan and Summary of Costs

Kevin

Courtney Crooks

From: Nicholas Weightman <NWeightman@Maine.Bank>
Sent: Friday, April 11, 2025 11:12 AM
To: Courtney Crooks
Subject: Rents

Courtney,

Just as a follow up to our meeting the other day. In order for the property to cash flow appropriately and meet the debt service requirements, I estimated the leases to need to be about \$1,500 a month using \$21,000 in annual expenses.

If we were doing over 25 years, the rents needed would be slightly lower. About \$1,420 a month per unit appears to be the number using that amortization.

Hope this is helpful.

Friendly reminder: Please continue banking at your familiar branch at this time.

Nicholas Weightman

Senior Vice President
Senior Business Development Officer | Maine Community Bank

P 207-221-8461 | 63 Marginal Way Portland ME

 **Send me secure files**



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218-222 Ocean Avenue

BREAKDOWN OF COSTS

Asbestos Removal	\$ 45,800.00			
Siding Removl and Installation	\$ 84,950.00			
New Windows	\$ 28,506.00			
New Furnces	\$ 27,340.00			
New Doors	\$ 6,380.00			
New steps	\$ 20,000.00			
Paving	\$ 8,000.00			
Attic Insullation	\$ 5,500.00			
Repair Contingency	\$ 23,524.00			
Total	\$ 250,000.00	15 Yr 7%	\$	2,247.07

Costs Collapsed by Category

Asbestos Removal	\$ 45,800.00	18.3%	\$ 411.66	\$ 137.22
Siding Removl and Installation	\$ 84,950.00	34.0%	\$ 763.55	\$ 254.52
New Windows	\$ 28,506.00	11.4%	\$ 256.22	\$ 85.41
New Furnces	\$ 27,340.00	10.9%	\$ 245.74	\$ 81.91
New Doors and Steps	\$ 26,380.00	10.6%	\$ 237.11	\$ 79.04
New steps				
Pving and Attic Insulaton	\$ 13,500.00	5.4%	\$ 121.34	\$ 40.45
Attic Insullation				
Repair Contingency	\$ 23,524.00	9.4%	\$ 211.44	\$ 70.48
Total	\$ 250,000.00	100.0%		

			Per Unit
\$ 2,247.07	\$	749.02	
Cross Balance	\$	2,247.07	



Loan amortization schedule

Enter values

Loan amount	\$250,000.00
Annual interest rate	7.00%
Loan period in years	15
Number of payments per year	12
Start date of loan	4/28/2025
Optional extra payments	\$0.00

Loan summary

Scheduled payment	\$2,247.07
Scheduled number of payments	180
Actual number of payments	88
Total early payments	\$0.00
Total interest	\$106,432.87
Lender name	Woodgrove Bank

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment	Principal	Interest	Ending balance	Cumulative interest
1	4/28/2025	\$250,000.00	\$2,247.07	\$0.00	\$2,247.07	\$788.74	\$1,458.33	\$249,211.26	\$1,458.33
2	5/28/2025	\$249,211.26	\$2,247.07	\$0.00	\$2,247.07	\$793.34	\$1,453.73	\$248,417.92	\$2,912.07
3	6/28/2025	\$248,417.92	\$2,247.07	\$0.00	\$2,247.07	\$797.97	\$1,449.10	\$247,619.96	\$4,361.17
4	7/28/2025	\$247,619.96	\$2,247.07	\$0.00	\$2,247.07	\$802.62	\$1,444.45	\$246,817.34	\$5,805.62
5	8/28/2025	\$246,817.34	\$2,247.07	\$0.00	\$2,247.07	\$807.30	\$1,439.77	\$246,010.03	\$7,245.39
6	9/28/2025	\$246,010.03	\$2,247.07	\$0.00	\$2,247.07	\$812.01	\$1,435.06	\$245,198.02	\$8,680.45
7	10/28/2025	\$245,198.02	\$2,247.07	\$0.00	\$2,247.07	\$816.75	\$1,430.32	\$244,381.27	\$10,110.77
8	11/28/2025	\$244,381.27	\$2,247.07	\$0.00	\$2,247.07	\$821.51	\$1,425.56	\$243,559.76	\$11,536.33
9	12/28/2025	\$243,559.76	\$2,247.07	\$0.00	\$2,247.07	\$826.31	\$1,420.77	\$242,733.45	\$12,957.09
10	1/28/2026	\$242,733.45	\$2,247.07	\$0.00	\$2,247.07	\$831.13	\$1,415.95	\$241,902.33	\$14,373.04
11	2/28/2026	\$241,902.33	\$2,247.07	\$0.00	\$2,247.07	\$835.97	\$1,411.10	\$241,066.36	\$15,784.13
12	3/28/2026	\$241,066.36	\$2,247.07	\$0.00	\$2,247.07	\$840.85	\$1,406.22	\$240,225.51	\$17,190.35

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment	Principal	Interest	Ending balance	Cumulative interest
13	4/28/2026	\$240,225.51	\$2,247.07	\$0.00	\$2,247.07	\$845.76	\$1,401.32	\$239,379.75	\$18,591.67
14	5/28/2026	\$239,379.75	\$2,247.07	\$0.00	\$2,247.07	\$850.69	\$1,396.38	\$238,529.06	\$19,988.05
15	6/28/2026	\$238,529.06	\$2,247.07	\$0.00	\$2,247.07	\$855.65	\$1,391.42	\$237,673.41	\$21,379.47
16	7/28/2026	\$237,673.41	\$2,247.07	\$0.00	\$2,247.07	\$860.64	\$1,386.43	\$236,812.77	\$22,765.90
17	8/28/2026	\$236,812.77	\$2,247.07	\$0.00	\$2,247.07	\$865.66	\$1,381.41	\$235,947.10	\$24,147.31
18	9/28/2026	\$235,947.10	\$2,247.07	\$0.00	\$2,247.07	\$870.71	\$1,376.36	\$235,076.39	\$25,523.66
19	10/28/2026	\$235,076.39	\$2,247.07	\$0.00	\$2,247.07	\$875.79	\$1,371.28	\$234,200.60	\$26,894.94
20	11/28/2026	\$234,200.60	\$2,247.07	\$0.00	\$2,247.07	\$880.90	\$1,366.17	\$233,319.70	\$28,261.11
21	12/28/2026	\$233,319.70	\$2,247.07	\$0.00	\$2,247.07	\$886.04	\$1,361.03	\$232,433.66	\$29,622.15
22	1/28/2027	\$232,433.66	\$2,247.07	\$0.00	\$2,247.07	\$891.21	\$1,355.86	\$231,542.45	\$30,978.01
23	2/28/2027	\$231,542.45	\$2,247.07	\$0.00	\$2,247.07	\$896.41	\$1,350.66	\$230,646.05	\$32,328.67
24	3/28/2027	\$230,646.05	\$2,247.07	\$0.00	\$2,247.07	\$901.64	\$1,345.44	\$229,744.41	\$33,674.11
25	4/28/2027	\$229,744.41	\$2,247.07	\$0.00	\$2,247.07	\$906.89	\$1,340.18	\$228,837.52	\$35,014.28
26	5/28/2027	\$228,837.52	\$2,247.07	\$0.00	\$2,247.07	\$912.19	\$1,334.89	\$227,925.33	\$36,349.17
27	6/28/2027	\$227,925.33	\$2,247.07	\$0.00	\$2,247.07	\$917.51	\$1,329.56	\$227,007.83	\$37,678.73
28	7/28/2027	\$227,007.83	\$2,247.07	\$0.00	\$2,247.07	\$922.86	\$1,324.21	\$226,084.97	\$39,002.95
29	8/28/2027	\$226,084.97	\$2,247.07	\$0.00	\$2,247.07	\$928.24	\$1,318.83	\$225,156.72	\$40,321.77
30	9/28/2027	\$225,156.72	\$2,247.07	\$0.00	\$2,247.07	\$933.66	\$1,313.41	\$224,223.07	\$41,635.19
31	10/28/2027	\$224,223.07	\$2,247.07	\$0.00	\$2,247.07	\$939.10	\$1,307.97	\$223,283.97	\$42,943.16
32	11/28/2027	\$223,283.97	\$2,247.07	\$0.00	\$2,247.07	\$944.58	\$1,302.49	\$222,339.38	\$44,245.65
33	12/28/2027	\$222,339.38	\$2,247.07	\$0.00	\$2,247.07	\$950.09	\$1,296.98	\$221,389.29	\$45,542.63
34	1/28/2028	\$221,389.29	\$2,247.07	\$0.00	\$2,247.07	\$955.63	\$1,291.44	\$220,433.66	\$46,834.06
35	2/28/2028	\$220,433.66	\$2,247.07	\$0.00	\$2,247.07	\$961.21	\$1,285.86	\$219,472.45	\$48,119.93
36	3/28/2028	\$219,472.45	\$2,247.07	\$0.00	\$2,247.07	\$966.81	\$1,280.26	\$218,505.64	\$49,400.18
37	4/28/2028	\$218,505.64	\$2,247.07	\$0.00	\$2,247.07	\$972.45	\$1,274.62	\$217,533.18	\$50,674.80
38	5/28/2028	\$217,533.18	\$2,247.07	\$0.00	\$2,247.07	\$978.13	\$1,268.94	\$216,555.06	\$51,943.74

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment	Principal	Interest	Ending balance	Cumulative interest
39	6/28/2028	\$216,555.06	\$2,247.07	\$0.00	\$2,247.07	\$983.83	\$1,263.24	\$215,571.22	\$53,206.98
40	7/28/2028	\$215,571.22	\$2,247.07	\$0.00	\$2,247.07	\$989.57	\$1,257.50	\$214,581.65	\$54,464.48
41	8/28/2028	\$214,581.65	\$2,247.07	\$0.00	\$2,247.07	\$995.34	\$1,251.73	\$213,586.31	\$55,716.21
42	9/28/2028	\$213,586.31	\$2,247.07	\$0.00	\$2,247.07	\$1,001.15	\$1,245.92	\$212,585.16	\$56,962.13
43	10/28/2028	\$212,585.16	\$2,247.07	\$0.00	\$2,247.07	\$1,006.99	\$1,240.08	\$211,578.17	\$58,202.21
44	11/28/2028	\$211,578.17	\$2,247.07	\$0.00	\$2,247.07	\$1,012.86	\$1,234.21	\$210,565.30	\$59,436.41
45	12/28/2028	\$210,565.30	\$2,247.07	\$0.00	\$2,247.07	\$1,018.77	\$1,228.30	\$209,546.53	\$60,664.71
46	1/28/2029	\$209,546.53	\$2,247.07	\$0.00	\$2,247.07	\$1,024.72	\$1,222.35	\$208,521.81	\$61,887.06
47	2/28/2029	\$208,521.81	\$2,247.07	\$0.00	\$2,247.07	\$1,030.69	\$1,216.38	\$207,491.12	\$63,103.44
48	3/28/2029	\$207,491.12	\$2,247.07	\$0.00	\$2,247.07	\$1,036.71	\$1,210.36	\$206,454.41	\$64,313.81
49	4/28/2029	\$206,454.41	\$2,247.07	\$0.00	\$2,247.07	\$1,042.75	\$1,204.32	\$205,411.66	\$65,518.12
50	5/28/2029	\$205,411.66	\$2,247.07	\$0.00	\$2,247.07	\$1,048.84	\$1,198.23	\$204,362.82	\$66,716.36
51	6/28/2029	\$204,362.82	\$2,247.07	\$0.00	\$2,247.07	\$1,054.95	\$1,192.12	\$203,307.87	\$67,908.47
52	7/28/2029	\$203,307.87	\$2,247.07	\$0.00	\$2,247.07	\$1,061.11	\$1,185.96	\$202,246.76	\$69,094.44
53	8/28/2029	\$202,246.76	\$2,247.07	\$0.00	\$2,247.07	\$1,067.30	\$1,179.77	\$201,179.46	\$70,274.21
54	9/28/2029	\$201,179.46	\$2,247.07	\$0.00	\$2,247.07	\$1,073.52	\$1,173.55	\$200,105.94	\$71,447.76
55	10/28/2029	\$200,105.94	\$2,247.07	\$0.00	\$2,247.07	\$1,079.79	\$1,167.28	\$199,026.15	\$72,615.04
56	11/28/2029	\$199,026.15	\$2,247.07	\$0.00	\$2,247.07	\$1,086.08	\$1,160.99	\$197,940.07	\$73,776.03
57	12/28/2029	\$197,940.07	\$2,247.07	\$0.00	\$2,247.07	\$1,092.42	\$1,154.65	\$196,847.65	\$74,930.68
58	1/28/2030	\$196,847.65	\$2,247.07	\$0.00	\$2,247.07	\$1,098.79	\$1,148.28	\$195,748.86	\$76,078.96
59	2/28/2030	\$195,748.86	\$2,247.07	\$0.00	\$2,247.07	\$1,105.20	\$1,141.87	\$194,643.65	\$77,220.82
60	3/28/2030	\$194,643.65	\$2,247.07	\$0.00	\$2,247.07	\$1,111.65	\$1,135.42	\$193,532.00	\$78,356.25
61	4/28/2030	\$193,532.00	\$2,247.07	\$0.00	\$2,247.07	\$1,118.13	\$1,128.94	\$192,413.87	\$79,485.18
62	5/28/2030	\$192,413.87	\$2,247.07	\$0.00	\$2,247.07	\$1,124.66	\$1,122.41	\$191,289.21	\$80,607.60
63	6/28/2030	\$191,289.21	\$2,247.07	\$0.00	\$2,247.07	\$1,131.22	\$1,115.85	\$190,158.00	\$81,723.45
64	7/28/2030	\$190,158.00	\$2,247.07	\$0.00	\$2,247.07	\$1,137.82	\$1,109.25	\$189,020.18	\$82,832.71

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment	Principal	Interest	Ending balance	Cumulative interest
65	8/28/2030	\$189,020.18	\$2,247.07	\$0.00	\$2,247.07	\$1,144.45	\$1,102.62	\$187,875.73	\$83,935.32
66	9/28/2030	\$187,875.73	\$2,247.07	\$0.00	\$2,247.07	\$1,151.13	\$1,095.94	\$186,724.60	\$85,031.26
67	10/28/2030	\$186,724.60	\$2,247.07	\$0.00	\$2,247.07	\$1,157.84	\$1,089.23	\$185,566.76	\$86,120.49
68	11/28/2030	\$185,566.76	\$2,247.07	\$0.00	\$2,247.07	\$1,164.60	\$1,082.47	\$184,402.16	\$87,202.96
69	12/28/2030	\$184,402.16	\$2,247.07	\$0.00	\$2,247.07	\$1,171.39	\$1,075.68	\$183,230.77	\$88,278.64
70	1/28/2031	\$183,230.77	\$2,247.07	\$0.00	\$2,247.07	\$1,178.22	\$1,068.85	\$182,052.54	\$89,347.49
71	2/28/2031	\$182,052.54	\$2,247.07	\$0.00	\$2,247.07	\$1,185.10	\$1,061.97	\$180,867.44	\$90,409.46
72	3/28/2031	\$180,867.44	\$2,247.07	\$0.00	\$2,247.07	\$1,192.01	\$1,055.06	\$179,675.43	\$91,464.52
73	4/28/2031	\$179,675.43	\$2,247.07	\$0.00	\$2,247.07	\$1,198.96	\$1,048.11	\$178,476.47	\$92,512.63
74	5/28/2031	\$178,476.47	\$2,247.07	\$0.00	\$2,247.07	\$1,205.96	\$1,041.11	\$177,270.51	\$93,553.74
75	6/28/2031	\$177,270.51	\$2,247.07	\$0.00	\$2,247.07	\$1,212.99	\$1,034.08	\$176,057.52	\$94,587.82
76	7/28/2031	\$176,057.52	\$2,247.07	\$0.00	\$2,247.07	\$1,220.07	\$1,027.00	\$174,837.45	\$95,614.82
77	8/28/2031	\$174,837.45	\$2,247.07	\$0.00	\$2,247.07	\$1,227.19	\$1,019.89	\$173,610.27	\$96,634.71
78	9/28/2031	\$173,610.27	\$2,247.07	\$0.00	\$2,247.07	\$1,234.34	\$1,012.73	\$172,375.92	\$97,647.43
79	10/28/2031	\$172,375.92	\$2,247.07	\$0.00	\$2,247.07	\$1,241.54	\$1,005.53	\$171,134.38	\$98,652.96
80	11/28/2031	\$171,134.38	\$2,247.07	\$0.00	\$2,247.07	\$1,248.79	\$998.28	\$169,885.59	\$99,651.24
81	12/28/2031	\$169,885.59	\$2,247.07	\$0.00	\$2,247.07	\$1,256.07	\$991.00	\$168,629.52	\$100,642.24
82	1/28/2032	\$168,629.52	\$2,247.07	\$0.00	\$2,247.07	\$1,263.40	\$983.67	\$167,366.12	\$101,625.92
83	2/28/2032	\$167,366.12	\$2,247.07	\$0.00	\$2,247.07	\$1,270.77	\$976.30	\$166,095.35	\$102,602.22
84	3/28/2032	\$166,095.35	\$2,247.07	\$0.00	\$2,247.07	\$1,278.18	\$968.89	\$164,817.17	\$103,571.11
85	4/28/2032	\$164,817.17	\$2,247.07	\$0.00	\$2,247.07	\$1,285.64	\$961.43	\$163,531.53	\$104,532.54
86	5/28/2032	\$163,531.53	\$2,247.07	\$0.00	\$2,247.07	\$1,293.14	\$953.93	\$162,238.40	\$105,486.48
87	6/28/2032	\$162,238.40	\$2,247.07	\$0.00	\$2,247.07	\$1,300.68	\$946.39	\$160,937.72	\$106,432.87

Addendum III

Notice to Tenants of Rent Increases and Postal Receipts

***The Fredericka Kapothanasis Testamentary Trust
c/o Paul Kapothanasis, Trustee
27 Running Brook Road
Westbrook, ME 04092***

April 11, 2025

Warren and Pamela Mathisen
218 Ocean Avenue
Portland, ME 04103

Re: 218-222 Ocean Ave, Portland, ME – Facility Improvement Rental Increase

Dear Warren,

After our meeting on March 27, 2025, I met with Paul Kapothanasis regarding the proposals for improvements to the residential properties located at 218-222 Ocean Ave. Unfortunately after reviewing the proposals from the contractors, the costs are higher than I had originally anticipated.

Please take this letter as notice that we will be appealing to the Portland Rent Board to apply for a rental increase using the Fair Return Standard based on anticipated costs of \$300,000 to make the necessary repairs to the properties. In terms of an increase – we propose that this would calculate to approximately \$800/month in addition to the current rent.

As a reminder, previously, Fredericka Kapothanasis, invested over \$200,000 in foundation repairs. Comprehensive current repairs will include: two new furnaces, replacement of all windows, removal and replacement of building siding, some new doors, possible installation of insulation in the attics, replacement of the front porches and steps, and paving.

As you know, these rentals have been substantially below market for some time. The new rental amount, even with the potential additional \$800/month, would still be below market rents. However, we do understand it could be inconvenient during construction and a financial hardship and want to give tenants time to consider alternative living arrangements.

Respectfully,

Kevin King
Building Manager
KKing@promptoil.com

***The Fredericka Kapothanasis Testamentary Trust
c/o Paul Kapothanasis, Trustee
27 Running Brook Road
Westbrook, ME 04092***

April 11, 2025

Alexi Matheson
222 Ocean Avenue
Portland, Maine 04103

Re: 218-222 Ocean Ave, Portland, ME – Facility Improvement Rental Increase

Dear Alexi,

After our meeting on March 27, 2025, I met with Paul Kapothanasis regarding the proposals for improvements to the residential properties located at 218-222 Ocean Ave. Unfortunately after reviewing the proposals from the contractors, the costs are higher than I had originally anticipated.

Please take this letter as notice that we will be appealing to the Portland Rent Board to apply for a rental increase using the Fair Return Standard based on anticipated costs of \$300,000 to make the necessary repairs to the properties. In terms of an increase – we propose that this would calculate to approximately \$800/month in addition to the current rent.

As a reminder, previously, Fredericka Kapothanasis, invested over \$200,000 in foundation repairs. Comprehensive current repairs will include: two new furnaces, replacement of all windows, removal and replacement of building siding, some new doors, possible installation of insulation in the attics, replacement of the front porches and steps, and paving.

As you know, these rentals have been substantially below market for some time. The new rental amount, even with the potential additional \$800/month, would still be below market rents. However, we do understand it could be inconvenient during construction and a financial hardship and want to give tenants time to consider alternative living arrangements.

Respectfully,

Kevin King
Building Manager
KKing@promptoil.com

***The Fredericka Kapothanasis Testamentary Trust
c/o Paul Kapothanasis, Trustee
27 Running Brook Road
Westbrook, ME 04092***

April 11, 2025

Tim and Sheryl Verge
220 Ocean Avenue
Portland, Maine 04103

Re: 218-222 Ocean Ave, Portland, ME – Facility Improvement Rental Increase

Dear Tim & Cheryl,

After our meeting on March 27, 2025, I met with Paul Kapothanasis regarding the proposals for improvements to the residential properties located at 218-222 Ocean Ave. Unfortunately after reviewing the proposals from the contractors, the costs are higher than I had originally anticipated.

Please take this letter as notice that we will be appealing to the Portland Rent Board to apply for a rental increase using the Fair Return Standard based on anticipated costs of \$300,000 to make the necessary repairs to the properties. In terms of an increase – we propose that this would calculate to approximately \$800/month in addition to the current rent.

As a reminder, previously, Fredericka Kapothanasis, invested over \$200,000 in foundation repairs. Comprehensive current repairs will include: two new furnaces, replacement of all windows, removal and replacement of building siding, some new doors, possible installation of insulation in the attics, replacement of the front porches and steps, and paving.

As you know, these rentals have been substantially below market for some time. The new rental amount, even with the potential additional \$800/month, would still be below market rents. However, we do understand it could be inconvenient during construction and a financial hardship and want to give tenants time to consider alternative living arrangements.

Respectfully,

Kevin King
Building Manager
KKing@promptoil.com

The Fredericka Kapothanasis Tei
c/o Paul Kapothanasis,
27 Running Brook R
Westbrook, ME 04091

Second Letter

April 25, 2025

Alexi Matheson
222 Ocean Avenue
Portland, Maine 04103

9589 0710 5270 2324 3179 84

U.S. Postal Service	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
Portland, ME 04103	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee to certified fee)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
Total Postage and Fees	\$5.58
Sent To: <i>Alexi Matheson</i>	
Street and Apt. No., or PO Box No. <i>222 Ocean Ave</i>	
City, State, ZIP+4® <i>Portland ME 04103</i>	

APR 25 2025 11
USPS
04/25/2025
Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9000 See Reverse for Instructions

Re: 218-222 Ocean Ave, Portland, ME – Facility Improvement Rental Increase

Dear Alexi,

After our meeting on March 27, 2025, I met with Paul Kapothanasis regarding the proposals for improvements to the residential properties located at 218-222 Ocean Ave. Unfortunately after reviewing the proposals from the contractors, the costs are higher than I had originally anticipated.

Please take this letter as notice that we will be appealing to the Portland Rent Board to apply for a rental increase using the Fair Return Standard based on anticipated costs of \$300,000 to make the necessary repairs to the properties. In terms of an increase – we propose that this would calculate to approximately \$800/month in addition to the current rent.

As a reminder, previously, Fredericka Kapothanasis, invested over \$200,000 in foundation repairs. Comprehensive current repairs will include: two new furnaces, replacement of all windows, removal and replacement of building siding, some new doors, possible installation of insulation in the attics, replacement of the front porches and steps, and paving.

As you know, these rentals have been substantially below market for some time. The new rental amount, even with the potential additional \$800/month, would still be below market rents. However, we do understand it could be inconvenient during construction and a financial hardship and want to give tenants time to consider alternative living arrangements.

Respectfully,

Kevin King
Building Manager
KKing@promptoil.com



WESTBROOK
775 MAIN ST
WESTBROOK, ME 04092-3438
(800)275-8777

04/11/2025 03:10 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

First-Class Mail® Letter	1		\$0.73
--------------------------	---	--	--------

Portland, ME 04103
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Mon 04/14/2025

Certified Mail® \$4.85

Tracking #: 9589 0710 5270 2324 3171 20

Return Receipt \$4.10

Tracking #: 9590 9402 8415 3156 3256 30

Total \$9.68

First-Class Mail® Letter	1		\$0.73
--------------------------	---	--	--------

Portland, ME 04103
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Mon 04/14/2025

Certified Mail® \$4.85

Tracking #: 9589 0710 5270 2324 3171 37

Return Receipt \$4.10

Tracking #: 9590 9402 8415 3156 3256 54

Total \$9.68

First-Class Mail® Letter	1		\$0.73
--------------------------	---	--	--------

Portland, ME 04103
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Mon 04/14/2025

Certified Mail® \$4.85

Tracking #: 9589 0710 5270 2324 3171 44

Return Receipt \$4.10

Tracking #: 9590 9402 8415 3156 3256 47

Total \$9.68

Grand Total: \$29.04

Cash \$30.00

Change -\$0.96

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

9589 0710 5270 2324 3171 44

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Portland, ME 04103

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To Alexi Matheson
222 Ocean Avenue
Portland, Maine 04103

Postmark Here
APR 11 2025

WESTBROOK ME 04092

9589 0710 5270 2324 3171 37

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Portland, ME 04103

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To Warren and Pamela Mathisen
218 Ocean Avenue
Portland, ME 04103

Postmark Here
APR 11 2025

WESTBROOK ME 04092

9589 0710 5270 2324 3171 20

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Portland, ME 04103

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

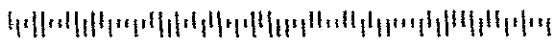
Postage \$0.73

Total Postage and Fees \$5.58

Sent To Tim and Sheryl Verge
220 Ocean Avenue
Portland, Maine 04103

Postmark Here
APR 11 2025

WESTBROOK ME 04092



Kevin A. King, Building Manager
The Fredericka Kapothanasis Testamentary Trust
PO Box 695
Westbrook, Maine 04098-0695

• Sender: Please print your name, address, and ZIP+4® in this box•

United States
Postal Service

9590 9402 8415 3156 3256 30



USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

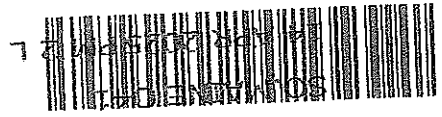


Kevin A. King, Building Manager
The Fredericka Kapothanasis Testamentary Trust
PO Box 695
Westbrook, Maine 04098-0695

• Sender: Please print your name, address, and ZIP+4® in this box•

United States
Postal Service

9590 9402 8415 3156 3256 54



USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tim and Sheryl Verge
220 Ocean Avenue
Portland, Maine 04103



9590 9402 8415 3156 3256 30

2. Article Number (Transfer from service label)

9589 0710 5270 2324 3171 20

PS Form 3811, July 2020 PSN 7530-02-000-9053

SECTION ON DELIVERY

A. Signature

X *Timothy Verge*

☐ Agent
☒ Addressee
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ all Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Warren and Pamela Mathisen
218 Ocean Avenue
Portland, ME 04103



9590 9402 8415 3156 3256 54

2. Article Number (Transfer from service label)

9589 0710 5270 2324 3171 37

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Warren Mathisen*

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ all Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Addendum IV

Expenses due for 2024
Invoice for Registration for 2024 (unpaid)
Actual paid invoices for 2024

INVOICE

CITY OF PORTLAND
LICENSING & REGISTRATION
389 Congress Street
Portland, Maine 04101
(207) 756-8131



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00027495	10/01/2019	10/31/2019	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
20174016	Long Term Rental Registration Fee	\$105.00
Constantine Kapothanasis - 218 Ocean Ave Portland, ME		SUB TOTAL \$105.00

TOTAL

\$105.00

BILLING CONTACT

Constantine Kapothanasis

70 Scott Dr
Westbrook, Me 04092

Make checks payable to the City of Portland, ATTN: Licensing & Registration, 389 Congress Street, Portland, ME 04101

Vendor	Category	Check #	Amount	Profit and Loss - 2024	
4 Rental Income	Rental Income		3,129.00		
2/5/2024 Rental Income	Rental Income		3,129.00	Rental Income	38,581.60
3/12/2024 Rental Income	Rental Income		3,129.00		
4/8/2024 Rental Income	Rental Income		3,129.00	Total Income	38,581.60
5/3/2024 Rental Income	Rental Income		3,129.00		
6/10/2024 Rental Income	Rental Income		3,129.00	Bank Service Charges	36.00
7/8/2024 Rental Income	Rental Income		3,129.00	Insurance	5,035.67
8/12/2024 Rental Income	Rental Income		3,129.00	Licenses/Fees	150.00
9/9/2024 Rental Income	Rental Income		3,129.00	Outside Services - Electrician	-
10/4/2024 Rental Income	Rental Income		3,129.00	Outside Services - Landscaping	540.00
11/8/2024 Rental Income	Rental Income		3,129.00	Professional Fees - Accounting	901.25
12/2/2024 Rental Income	Rental Income		1,043.00	Professional Fees - Legal	3,689.00
12/10/2024 Rental Income	Rental Income		1,040.00	Real Estate Taxes	8,217.01
12/10/2024 Rental Income	Rental Income		1,040.00	Repairs & Maintenance	3,998.92
12/30/2024 Rental Income	Rental Income		1,039.60	Utilities - Stormwater	372.00
1/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Utilities - Water	2,236.73
2/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)		
3/15/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Total Expenses	25,176.58
4/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Net Income	13,405.02
5/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)		
6/14/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Distributions:	
7/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)	ME Taxes	416.00
8/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Federal Taxes	657.00
9/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)		
11/15/2024 Paper Statement Fee	Bank Service Charges		(3.00)	Check Total	-
12/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)		
10/16/2024 Paper Statement Fee	Bank Service Charges		(3.00)		
4/18/2024 US Treasury IRS	Federal Taxes Paid	214	(657.00)		
12/3/2024 Ocean Avenue Dwelling Insurance	Insurance	242	(4,407.37)		
12/3/2024 Ocean Avenue Umbrella Insurance	Insurance	243	(628.30)		
11/15/2024 City of Portland Licensing Fee	Licenses/Fees	235	(150.00)		
11/21/2024 Davey Tree Experts - Tree Removal	Outside Services - Landscaping	240	(540.00)		
7/1/2024 Marcum Accountants	Professional Fees - Accounting	225	(901.25)		
8/28/2024 Jensen Baird	Professional Fees - Legal	228	(275.00)		
10/22/2024 Jensen Baird - Legal	Professional Fees - Legal	233	(550.00)		
10/11/2024 Pierce Atwood - Legal	Professional Fees - Legal	232	(2,864.00)		
3/7/2024 City of Portland Treasury - Real Estate Tax	Real Estate Taxes	210	(4,024.71)		
9/23/2024 City of Portland Treasury - Real Estate Tax	Real Estate Taxes	231	(4,192.30)		
11/22/2024 Atlantic Heating - Cleaning	Repairs & Maintenance	241	(362.45)		
2/22/2024 Maine Radon & EN TD Bank	Repairs & Maintenance		(555.00)		

Pd.
online

3/14/2024	Maine Radon & EN TD Bank	Repairs & Maintenance	212	✓	(2,831.47)		
11/21/2024	Reimburse Irene for Gutters	Repairs & Maintenance	239	✓	(250.00)		
4/17/2024	Treasurer State of Maine	State of Maine Taxes Paid	213		(400.00)		
4/17/2024	Treasurer State of Maine	State of Maine Taxes Paid	215		(16.00)		
2/14/2024	City of Portland Stormwater	Utilities - Stormwater	208	✓	(93.00)		
5/17/2024	City of Portland Stormwater	Utilities - Stormwater	222	✓	(93.00)		
8/19/2024	City of Portland Stormwater	Utilities - Stormwater	227	✓	(93.00)		
11/18/2024	City of Portland Stormwater	Utilities - Stormwater	236	✓	(93.00)		
1/24/2024	Portland Water District	Utilities - Water	207	✓	(326.28)		
2/23/2024	Portland Water District	Utilities - Water	209	✓	(133.31)		
3/20/2024	Portland Water District	Utilities - Water	211	✓	(196.06)		
5/1/2024	Portland Water District	Utilities - Water	221	✓	(187.20)		
5/30/2024	Portland Water District	Utilities - Water	223	✓	(180.44)		
7/1/2024	Portland Water District	Utilities - Water	224	✓	(149.20)		
7/23/2024	Portland Water District	Utilities - Water	226	✓	(180.44)		
8/28/2024	Portland Water District	Utilities - Water	229	✓	(166.91)		
11/18/2024	Portland Water District	Utilities - Water	237	✓	(167.32)		
9/24/2024	Portland Water District - Water	Utilities - Water	230	✓	(199.06)		
10/24/2024	Portland Water District - Water	Utilities - Water	234	✓	(151.45)		
12/19/2024	Portland Water District - Water	Utilities - Water	244	✓	(199.06)		



America's Most Convenient Bank®

T

STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 2
Statement Period: Dec 17 2023-Jan 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	40,342.63	Average Collected Balance	38,519.33
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	4,407.37	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	39,061.26		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
01/08	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 1

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
12/29	206	4,407.37
Subtotal:		4,407.37

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
01/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
12/16	40,342.63	01/08	39,064.26
12/29	35,935.26	01/16	39,061.26

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

Bank Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender

How to Balance your Account

Page:

2 of 2

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	39,061.26
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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America's Most Convenient Bank®

T

STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 2
Statement Period: Jan 17 2024-Feb 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	39,061.26	Average Collected Balance	39,980.46
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	419.28	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	41,767.98		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
02/05	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 2

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
01/24	207	326.28
02/14	208	93.00
Subtotal:		419.28

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
02/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
01/16	39,061.26	02/14	41,770.98
01/24	38,734.98	02/16	41,767.98
02/05	41,863.98		

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 2

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- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
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3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	41,767.98
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		

[illegible]

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston,
Maine 04243-1377

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America's Most Convenient Bank®



T STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Feb 17 2024-Mar 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	41,767.98	Average Collected Balance	40,029.16
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	6,989.49	Annual Percentage Yield Earned	0.00%
Electronic Payments	555.00	Days in Period	29
Service Charges	3.00		
Ending Balance	37,349.49		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
03/12	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
02/23	209	133.31	03/14	212*	2,831.47
03/07	210	4,024.71			
Subtotal:					6,989.49

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
02/22	ELECTRONIC PMT-WEB, MAINE RADON & EN TD BANK YiiPLPfgwtp9Ve	555.00
Subtotal:		555.00

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
03/15	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

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How to Balance your Account

Page:

2 of 3

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1	Ending Balance	37,349.49
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		

[illegible]

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		

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Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Feb 17 2024-Mar 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
02/16	41,767.98	03/12	40,183.96
02/22	41,212.98	03/14	37,352.49
02/23	41,079.67	03/15	37,349.49
03/07	37,054.96		

**Bank**

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T

STATEMENT OF ACCOUNT



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FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Mar 17 2024-Apr 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	37,349.49	Average Collected Balance	38,080.82
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	196.06	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	40,279.43		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY**Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
04/08	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 1

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
03/20	211	196.06
Subtotal:		196.06

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
04/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
03/16	37,349.49	04/08	40,282.43
03/20	37,153.43	04/16	40,279.43

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

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Bank Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender

How to Balance your Account

Page:

2 of 3

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①	Ending Balance	40,279.43
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

②	DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
	Total Deposits		②

④	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
	Total Withdrawals		④

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**Bank**

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTAMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Mar 17 2024-Apr 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

Overdraft Notifications Are Going Digital

Beginning **June 1, 2024**, you'll **no longer receive** Overdraft Notifications via mail if you have insufficient funds or overdraw your account. But don't worry, they are available digitally in TD Online Banking.

To access the notifications:

1. Log into TD Online Banking.
2. Select Account Options ➡ Bank Account Statement Settings.
3. Select applicable account from Eligible Accounts dropdown.
4. Click on Overdraft Notices.

Want to be notified immediately? Ensure your push notifications for TD Alerts are turned on. Here's how to set up alerts:

Online Banking:

1. Log into TD Online Banking.
2. Select Account Options.
3. Select TD Alerts.
4. Turn on Overdraft Threshold and Overdraft Grace Periods.

Mobile App:

1. Log into the TD Mobile Banking app.
2. Select Menu.
3. Select TD Alerts.
4. Select Bank Accounts.
5. Turn on Overdraft Threshold and Overdraft Grace Periods.

As a reminder, you will receive an Overdraft Threshold email if you overdraw your account by more than \$50 if you have an email address on file with us. You'll also receive an Overdraft Grace Period email communicating the timeframe in which you can add funds to your account to reverse the overdraft fee. Visit <https://www.td.com/overdraftservices> to learn more.

Not enrolled in Online Banking? Sign up at tdbank.com.

Questions?

Visit a TD Bank location or give us a call anytime.



America's Most Convenient Bank®

T

STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Apr 17 2024-May 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	40,279.43	Average Collected Balance	40,494.39
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	603.20	Annual Percentage Yield Earned	0.00%
Electronic Payments	657.00	Days in Period	30
Service Charges	3.00		
Ending Balance	42,145.23		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
05/03	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
04/17	213	400.00	05/01	221*	187.20
04/17	215*	16.00			
Subtotal:					603.20

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
04/18	ELECTRONIC CK PMT-ARC, US TREASURY IRS PAYMENT 0214	657.00
Subtotal:		657.00

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
05/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

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How to Balance your Account

Page:

2 of 3

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①	Ending Balance	42,145.23
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

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FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Apr 17 2024-May 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
04/16	40,279.43	05/01	39,019.23
04/17	39,863.43	05/03	42,148.23
04/18	39,206.43	05/16	42,145.23



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T

STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: May 17 2024-Jun 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

Privacy Notice:

Our privacy notice describes how we collect, share and protect your personal information. It has not materially changed since May 2015. For a copy, go to tdbank.com/exc/pdf/privacy_shareinformation.pdf or call 888-937-1050.

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	42,145.23	Average Collected Balance	42,623.58
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	273.44	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	44,997.79		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
06/10	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 2

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
05/17	222	93.00
05/30	223	180.44
Subtotal:		273.44

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
06/14	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 3

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	44,997.79
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

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INTEREST NOTICE

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FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

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Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: May 17 2024-Jun 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
05/16	42,145.23	06/10	45,000.79
05/17	42,052.23	06/14	44,997.79
05/30	41,871.79		



America's Most Convenient Bank®

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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 2
Statement Period: Jun 17 2024-Jul 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	44,997.79	Average Collected Balance	45,344.81
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	1,050.45	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	30
Ending Balance	47,073.34		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
07/08	DEPOSIT	3,129.00
	Subtotal:	3,129.00

Checks Paid

No. Checks: 2

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
07/01	224	149.20
07/01	225	901.25
	Subtotal:	1,050.45

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
07/16	PAPER STATEMENT FEE	3.00
	Subtotal:	3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
06/16	44,997.79	07/08	47,076.34
07/01	43,947.34	07/16	47,073.34

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 2

Begin by adjusting your account register as follows:

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 - Add any automatic deposit or overdraft line of credit.
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1. Your ending balance shown on this statement is:
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 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	47,073.34
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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INTEREST NOTICE

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FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

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America's Most Convenient Bank®

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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 2
Statement Period: Jul 17 2024-Aug 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	47,073.34	Average Collected Balance	47,402.08
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	180.44	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	50,018.90		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
08/12	DEPOSIT	3,129.00
	Subtotal:	3,129.00

Checks Paid

No. Checks: 1			*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments	
DATE	SERIAL NO.	AMOUNT		
07/23	226	180.44		
		Subtotal:		180.44

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
08/16	PAPER STATEMENT FEE	3.00
	Subtotal:	3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
07/16	47,073.34	08/12	50,021.90
07/23	46,892.90	08/16	50,018.90

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 2

Begin by adjusting your account register as follows:

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- Add any automatic deposit or overdraft line of credit.
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1. Your ending balance shown on this statement is:
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3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	50,018.90
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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INTEREST NOTICE

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FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 2
Statement Period: Aug 17 2024-Sep 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	50,018.90	Average Collected Balance	50,423.86
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	534.91	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	52,609.99		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
09/09	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
08/19	227	93.00	08/28	229	166.91
08/28	228	275.00			
Subtotal:					534.91

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
09/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
08/16	50,018.90	09/09	52,612.99
08/19	49,925.90	09/16	52,609.99
08/28	49,483.99		

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 2

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5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	52,609.99
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

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FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

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America's Most Convenient Bank®

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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Sep 17 2024-Oct 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

ATM Balance Inquiry Fee Changes Effective June 28, 2024

GOOD NEWS! We've eliminated the non-TD ATM balance inquiry fee. Beginning June 28, 2024, we no longer charge the non-TD ATM balance inquiry fee when conducting balance inquiries at an ATM that we do not own or operate. Please note that fees may still apply for withdrawals and transfers at non-TD ATMs as well as surcharges from the ATM owner or network, including for balance inquiries.

TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	52,609.99	Average Collected Balance	49,792.33
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	7,255.36	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	30
Ending Balance	48,480.63		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
10/04	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
09/24	230	199.06	10/11	232	2,864.00
09/23	231	4,192.30			
Subtotal:					7,255.36

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
10/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 3

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	48,480.63
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Sep 17 2024-Oct 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

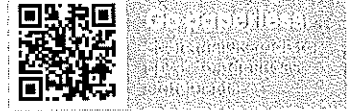
DATE	BALANCE	DATE	BALANCE
09/16	52,609.99	10/04	51,347.63
09/23	48,417.69	10/11	48,483.63
09/24	48,218.63	10/16	48,480.63



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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Oct 17 2024-Nov 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

ATM Balance Inquiry Fee Changes Effective June 28, 2024

GOOD NEWS! We've eliminated the non-TD ATM balance inquiry fee.

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TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	48,480.63	Average Collected Balance	48,679.15
Deposits	3,129.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	851.45	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	31
Ending Balance	50,755.18		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
11/08	DEPOSIT	3,129.00
Subtotal:		3,129.00

Checks Paid

No. Checks: 3

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
10/22	233	550.00	11/15	235	150.00
10/24	234	151.45			
Subtotal:					851.45

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
11/15	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

Bank Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender

How to Balance your Account

Page:

2 of 3

Begin by adjusting your account register as follows:

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- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	50,755.18
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

2	DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
	Total Deposits		2

4	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		4

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

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America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Oct 17 2024-Nov 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
10/16	48,480.63	11/08	50,908.18
10/22	47,930.63	11/15	50,755.18
10/24	47,779.18		

Call 1-800-295-7400 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



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STATEMENT OF ACCOUNT



FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE
27 RUNNING BROOK RD
WESTBROOK ME 04092

Page: 1 of 3
Statement Period: Nov 17 2024-Dec 16 2024
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Primary Account #: 242-8864216

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TD Convenience Checking

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Account # 242-8864216

ACCOUNT SUMMARY

Beginning Balance	50,755.18	Average Collected Balance	49,412.94
Deposits	3,123.00	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	6,448.44	Annual Percentage Yield Earned	0.00%
Service Charges	3.00	Days in Period	30
Ending Balance	47,426.74		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
12/02	DEPOSIT	1,043.00
12/10	DEPOSIT	2,080.00
Subtotal:		3,123.00

Checks Paid

No. Checks: 7

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
11/20	236	93.00	11/27	241	362.45
11/26	237	167.32	12/09	242	4,407.37
11/22	239*	250.00	12/09	243	628.30
11/29	240	540.00			
Subtotal:					6,448.44

Service Charges

POSTING DATE	DESCRIPTION	AMOUNT
12/16	PAPER STATEMENT FEE	3.00
Subtotal:		3.00

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How to Balance your Account

Page:

2 of 3

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5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	Ending Balance	47,426.74
②	Total Deposits	+
③	Sub Total	
④	Total Withdrawals	-
⑤	Adjusted Balance	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		④

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Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

FREDERICKA KAPOTHANASIS TESTMENTARY TR
FBO GREGORY KAPOTHANASIS
PAUL KAPOTHANASIS TRUSTEE

Page: 3 of 3
Statement Period: Nov 17 2024-Dec 16 2024
Cust Ref #: 2428864216-630-T-###
Primary Account #: 242-8864216

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
11/16	50,755.18	11/29	49,342.41
11/20	50,662.18	12/02	50,385.41
11/22	50,412.18	12/09	45,349.74
11/26	50,244.86	12/10	47,429.74
11/27	49,882.41	12/16	47,426.74

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one year exceeds the aggregate insured losses for all insurers except coverage may be reduced.

You should also know that, under federal law, you losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM

Note: In the states of California, Georgia, Hawaii, Washington, West Virginia and Wisconsin, our terrorism losses resulting from an Act of Terrorism. In these Coverage, you still have coverage for fire losses

Please "X" one of the boxes below and return this

☒	I decline to purchase Terrorism Coverage for losses arising from acts of terrorism.
☐	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Paul Kapothanasis, Trustee
Applicant Name (Print)

Paul Kapothanasis
Authorized Signature

The Fredricka Kapothanasis Testamentary
Named Insured

11/19/24
Date



UNITED INSURANCE AUBURN
31 Court Street, 2nd Floor
Auburn, ME 04210

lisaroy@unitedinsurance.net
Fax: (207) 784-4847

Enclosed you will find an annual **non-admitted** renewal Commercial Package quote for The Fredericka Kapothanasis Testamentary Trust, Paul Kapothanasis Trustee. The Expiring policy number is CP 1774080B and the expiration date is 12/15/2024.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- An Excess General Liability quote that provides higher limits of Liability. It is attached as a separate quote under #XSL024S84K3. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement CG 21 06 Exclusion - Access or Disclosure of Confidential or Personal Material or Information for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Lisa Roy
UNITED INSURANCE AUBURN



UNITED INSURANCE AUBURN
31 Court Street, 2nd Floor
Auburn, ME 04210

lisaroy@unitedinsurance.net
Fax: (207) 784-4847

MCP024S35L8

Quote is valid until 12/15/2024

To: **The Fredericka Kapothanasis Testamentary Trust,
Paul Kapothanasis Trustee**
Renewal of: CP 1774080B - Expiration Date: 12/15/2024

From: Lisa Roy

lisaroy@unitedinsurance.net

Please bind effective: _____
Insured email address: _____
Insured phone number: _____

Confirm optional coverages:

- ☐ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - (add: \$242.00) - Non-Owned & Hired
Automobile Liability
☐ Option 2 - (add: *\$206.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL PACKAGE POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual

COVERAGE PART

PREMIUM

Commercial Property	\$3,729.00
Commercial General Liability	\$400.00

PLEASE REFER TO THE EXCESS LIABILITY QUOTE #XSL024S84K3 IF HIGHER
LIMITS OF LIABILITY ARE DESIRED.

TOTAL PREMIUM DUE TO CARRIER

\$4,129.00

ADDITIONAL COSTS

Broker Fee	\$0.00
Surplus Lines Filing Fee	\$150.00
Maine Surplus Lines Tax (3.000%)	\$128.37

TOTAL AMOUNT DUE

\$4,407.37

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT BIZRESOURCECENTER.COM FOR DETAILS

This account is subject to the following - Sections A, B and C:*Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.***A. Prior To Bind Requirements:**

- A fully completed and executed Diligent Search Form (DSF ME)

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- Call Us! We want to work with you to retain your business!

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 218-222 Ocean Ave, Portland, ME 04103

Construction: Frame / Protection Class: 2

Property Coverage

Perils: Special

Coverage	Limit	Coinsurance	Deductible	Valuation	Rate	Premium
Building	\$800,000	80%	\$2,500	Functional Building Valuation	0.421	\$3,368
Equipment Breakdown	Included		\$1,000		361.000	\$361

Property Coverage Premium for Location #1: \$3,729

Coverage provided by Equipment Breakdown

Mechanical Breakdown, Electrical Arcing

Loss or damage to hot water boilers & steam equipment

Steam explosion of boilers, piping, engines & turbines

\$250,000 limit for Perishable Goods Spoilage

\$250,000 limit for Refrigeration Contamination

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Dwellings - three-family	0198	63012	Dwelling	1	Incl	236.754	Incl	\$237

Per Dwelling

Liability Coverage Premium for Location #1: \$400 MP

Total for Location: \$4,129

MCP024S35L8

III. LIABILITY LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

IV. REQUIRED FORMS & ENDORSEMENTS

Common Endorsements

2110	(04/15) Service Of Suit	Jacket	(07/19) Policy Jacket
IL0017	(11/98) Common Policy Conditions	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
IL0247	(02/11) Maine Changes - Cancellation And Nonrenewal		

Property Endorsements

CP 109	(04/15) Functional Building Valuation	CP0090	(07/88) Commercial Property Conditions
CP 112	(04/15) Equipment Breakdown Enhancement Endorsement	CP0134	(02/13) Maine - Standard Fire Policy Provisions
CP 141 DEP	(04/20) Changes - Actual Cash Value and Depreciation Definition	CP1030	(06/07) Causes Of Loss - Special Form
CP 142	(04/14) Protective Devices Or Services Provisions	CP1032	(08/08) Water Exclusion Endorsement
CP 224	(10/21) Asbestos Material Exclusion	CP1075	(12/20) Cyber Incident Exclusion
CP 225	(04/15) Exclusion - Lead Contamination	IL0188	(06/09) Maine Changes - Post-Judgment Interest
CP 226	(04/15) Absolute Pollution Exclusion - Property	IL0189	(09/07) Maine Changes - Concealment, Misrepresentation Or Fraud
CP 227	(02/11) Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion	IL0935	(07/02) Exclusion Of Certain Computer-Related Losses
CP 245	(09/15) Earth Movement Exclusion	P 249	(01/15) Exclusion of War, Military Action and Terrorism (Coverage for Certain Fire Losses)
CP0010	(06/07) Building And Personal Property Coverage Form		

MCP024S35L8

General Liability Endorsements

**CG 21 06	(12/23) Exclusion - Access or Disclosure of Confidential or Personal Material or Information	IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement
CG0001	(12/07) Commercial General Liability Coverage Form	L-526	(01/15) Absolute War Or Terrorism Exclusion
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-599	(04/15) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2109	(06/15) Exclusion - Unmanned Aircraft	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2136	(03/05) Exclusion - New Entities	L-783	(04/15) Amendment Of Liquor Liability Exclusion
CG2144	(04/17) Limitation of Coverage to Designated Premises, Project or Operation	LLQ-100	(04/15) Who Is An Insured Clarification Endorsement
CG2147	(12/07) Employment-Related Practices Exclusion	LLQ-368	(04/15) Separation Of Insureds Clarification Endorsement
CG4032	(05/23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)		

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 2 asterisks (**) are forms that have been on the policy, however have updated language.

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Additional Premium
Option 1	Non-Owned & Hired Automobile Liability	\$242.00

Important Information

- Prior to binding with this optional coverage, we would need to confirm that the applicant does not have a Business Auto policy, does not regularly deliver goods or products and does not require its employees to use their personal vehicle to conduct the applicant's business on a regular basis
- If this coverage is purchased, add L-488 Non-Owned And/Or Hired Auto Liability

Coverage		Additional Premium
Option 2	Terrorism Coverage	\$206.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

☐	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
☐	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Applicant Name (Print)

Named Insured

Authorized Signature

Page 626

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.



UNITED STATES LIABILITY INSURANCE GROUP
A BERKSHIRE HATHAWAY COMPANY

USLI.COM
888-523-5545

1-4 Family Dwelling Product

AS A RENTAL DWELLING OWNER, DO YOU HAVE THE RIGHT COVERAGE?

- ▶ General Liability that includes coverage for Mental Anguish or Emotional Distress
- ▶ Flexibility to provide coverage for renovations to individual units
- ▶ Flexibility to provide coverage when you have unoccupied units
- ▶ Flexibility to add new units you purchase

Why you should place coverage with United States Liability Insurance Group's 1-4 Family Dwelling Policy:

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
General Liability that expands the definition of Bodily Injury to include mental anguish or emotional distress with no deductible	✓	?
Personal Injury coverage	✓	?
Coverage while property is under Renovation	✓	?
Replacement Cost coverage on the building available	✓	?
Special Cause of Loss available	✓	?
Loss of Income coverage including Loss of Rents available	✓	?
Equipment Breakdown coverage available	✓	?
Functional Building cost available	✓	?
No Classification Limitation Endorsement	✓	?

WHY CHOOSE TO BE INSURED WITH UNITED STATES LIABILITY INSURANCE GROUP?

- ▶ One of only 20 A++ rated insurance groups in the United States by A.M. Best.
- ▶ A proud member of the Berkshire Hathaway Group, recently voted the #1 most admired Property & Casualty Company in the world (Fortune Magazine 2004).

Insure your financial well-being with a stable Company that will be there to pay your claim.



business resource center



As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

Cybersecurity

- Complimentary access to eRiskHub®, a data breach prevention and response resource that will help you understand your exposure to a data breach and the importance of a response plan
- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and severe weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

Industry-specific Resources For:

- Health, wellness and sports
- Hospitality, food and beverage
- Nonprofits and social services
- Residential and rental properties
- Retail and professional services
- Youth services and child care
- ... and more!



Try our **cost-savings calculator** to see how much you could save!

ONLINE LEARNING

Need help training your new employees?

Properly preparing new employees can be time-consuming and expensive. We offer a variety of free and discounted industry-specific training and certifications to help you save time and money!

Topics include:

- Food manager and handler safety
- Liquor safety
- CPR, first aid and concussion
- Sexual harassment
- Leadership and professional development



For a full list of vendors, discounts and resources, visit **bizresourcecenter.com**.



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



UNITED INSURANCE AUBURN
31 Court Street, 2nd Floor
Auburn, ME 04210

lisaroy@unitedinsurance.net
Fax: (207) 784-4847

Enclosed you will find an annual non-admitted Excess General Liability Coverage for The Fredericka Kapothanasis Testamentary Trust, Paul Kapothanasis Trustee. The quote number is XSL024S84K3.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Schedule of Underlying Coverages
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Lisa Roy
UNITED INSURANCE AUBURN



UNITED INSURANCE AUBURN
31 Court Street, 2nd Floor
Auburn, ME 04210

lisaroy@unitedinsurance.net
Fax: (207) 784-4847

XSL024S84K3

Quote is valid until 11/15/2024

To: The Fredericka Kapothanasis Testamentary Trust,
Paul Kapothanasis Trustee

Please bind effective: _____
Insured email address: _____
Insured phone number: _____
Confirm optional coverages:
☐ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - Terrorism Coverage

From: Lisa Roy

lisaroy@unitedinsurance.net

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

EXCESS GENERAL LIABILITY COVERAGE POLICY INFORMATION				
Carrier:	United States Liability Insurance Company			
Status:	Non-admitted			
A.M. Best Rating:	A++ (Superior) - XII			
Term Quoted:	Annual			
LIMIT OPTIONS	PREMIUM	SURPLUS LINES COST	FEES	AMOUNT DUE
☐ \$1,000,000	\$460 (MP)	\$18.30	\$150.00	\$628.30
ADDITIONAL COSTS				
Broker Fee			\$0	
Surplus Lines Filing Fee			\$150	
Maine Surplus Lines Tax			3%	

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT BIZRESOURCECENTER.COM FOR DETAILS

We have provided a pre-filled application that would assist in satisfying these requirements.

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used in the coverages provided.

Read the quote carefully. It may not match the coverages requested

XSL024S84K3

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if: 1) the information provided in the completed application is different from the original submission, 2) a web search, if completed at our discretion, reveals unsatisfactory results or indications of ineligible factors, or 3) there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Confirmation that all of the following are True:

- A fully completed and executed Diligent Search Form (DSF ME)
- No dwelling location with a swimming pool.

B. Items Required Within 21 days of the inception of coverage:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

C. Underwriting Notes:

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.

II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability	Limits of Liability	
Carrier: United States Liability Insurance Group	Each Occurrence:	\$1,000,000
AM Best Rating: A++	Products/Completed Operations Aggregate:	Included
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

III. REQUIRED FORMS & ENDORSEMENTS

2110	(04/15) Service Of Suit	L-610	(11/04) Expanded Definition Of Bodily Injury
IUL100	(07/06) Expected or Intended Injury Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	XL101	(05/07) Automobile Exclusion
Jacket	(07/19) Policy Jacket	XL465	(12/16) Exclusion - Unmanned Aircraft
L 838 PFAS	(03/23) Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	XL542	(12/20) Exclusion of War and Certified Acts of Terrorism
L-461	(11/20) Absolute Assault or Battery Exclusion	XLP	(07/05) Excess Liability Policy

XSL024S84K3

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Rate
Option 1	Terrorism Coverage	See notes for rate information

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.0000% of the total applicable premium for this risk, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages



UNITED INSURANCE AUBURN
31 Court Street, 2nd Floor
Auburn, ME 04210

lisaroy@unitedinsurance.net
Fax: (207) 784-4847

XSL024S84K3

Quote is valid until 11/15/2024

To: The Fredericka Kapothanasis Testamentary Trust,
Paul Kapothanasis Trustee

Please bind effective: _____

Insured email address: _____

Insured phone number: _____

Confirm optional coverages:

☐ Do not include any optional coverages.

☐ Include the following optional coverages

(Taxes & Fees may apply to optional premium if purchased)

☐ Option 1 - Terrorism Coverage

From: Lisa Roy

lisaroy@unitedinsurance.net

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

EXCESS GENERAL LIABILITY COVERAGE POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual

LIMIT OPTIONS	PREMIUM	SURPLUS LINES COST	FEES	AMOUNT DUE
☐ \$1,000,000	\$460 (MP)	\$18.30	\$150.00	\$628.30

ADDITIONAL COSTS

Broker Fee	\$0
Surplus Lines Filing Fee	\$150
Maine Surplus Lines Tax	3%

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT BIZRESOURCECENTER.COM FOR DETAILS

We have provided a pre-filled application that would assist in satisfying these requirements.

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

XSL024S84K3

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if: 1) the information provided in the completed application is different from the original submission, 2) a web search, if completed at our discretion, reveals unsatisfactory results or indications of ineligible factors, or 3) there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Confirmation that all of the following are True:

- A fully completed and executed Diligent Search Form (DSF ME)
- No dwelling location with a swimming pool.

B. Items Required Within 21 days of the inception of coverage:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

C. Underwriting Notes:

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.

II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability	Limits of Liability	
Carrier: United States Liability Insurance Group	Each Occurrence:	\$1,000,000
AM Best Rating: A++	Products/Completed Operations Aggregate:	Included
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

III. REQUIRED FORMS & ENDORSEMENTS

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IUL100	(07/06) Expected or Intended Injury Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	XL101	(05/07) Automobile Exclusion
Jacket	(07/19) Policy Jacket	XL465	(12/16) Exclusion - Unmanned Aircraft
L 838 PFAS	(03/23) Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	XL542	(12/20) Exclusion of War and Certified Acts of Terrorism
L-461	(11/20) Absolute Assault or Battery Exclusion	XLP	(07/05) Excess Liability Policy

XSL024S84K3

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Rate
Option 1	Terrorism Coverage	See notes for rate information

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.0000% of the total applicable premium for this risk, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages

INVOICE

CITY OF PORTLAND
LICENSING & REGISTRATION
389 Congress Street
Portland, Maine 04101
(207) 756-8131



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00107968	11/13/2024	12/13/2024	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
LTR-003057-2021	Long Term Rental Registration Fee	\$150.00
Paul Kapothanasis - 218 Ocean Ave Portland, ME 04103		SUB TOTAL \$150.00

TOTAL **\$150.00**

BILLING CONTACT

PAUL KAPOTHANASIS
27 Running Brook Rd
Westbrook, Me 04092

Make checks payable to the City of Portland, ATTN: Licensing & Registration, 389 Congress Street, Portland, ME 04101



Invoice

Amount Due

\$540.00

Customer	Customer number	Invoice number	Invoice date	Payment due date
Irene Kapothanasis	8290555	919044384	November 11, 2024	December 11, 2024
Current services	Date of service	Cost of service	Sales tax (if applies)	Service total

IRENE KAPOTHANASIS
218 OCEAN AVE, Portland, ME

Tree Removal

11/07/2024

540.00

540.00

(Contract #47669727)

Remove rotted log right rear of property.

Total amount due

540.00

Thank you for your business!

Rate your experience:
www.davey.com/feedback

Just Ask Us!

Have questions about our services?
Visit us online at www.davey.com
or call your local arborist
Christopher Plante at (207) 828-0110.

Your Local Office

298 NEW PORTLAND RD
Gorham, ME 04038-1841
(207) 828-0110



The Davey Tree Expert Company ("Company")
298 New Portland Rd.
Gorham, ME 04038-1841
Phone: (207) 828-0110 Fax: (207) 761-0189
Email: Christopher.Plante@davey.com



Client	Service Location	10/9/2024
Irene Kapothanasis 27 Running Brook Rd Westbrook, ME 04092-3656	Irene Kapothanasis 218 Ocean Ave Portland, ME 04103-5713 Mobile: (207) 450-7920 Email: ikapothanasis@aol.com	Proposal #: 20050754-1728480758 Account #: 8290555 Mobile: (207) 450-7920 Email: ikapothanasis@aol.com

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT,
SIGNED BY BOTH YOU AND US, BEFORE ANY WORK MAY BE STARTED**

	Service Period	Price	Tax	Total
☐ Tree Removal	Fall	\$540.00		\$540.00
Remove rotted log right rear of property.				

☐ YES, please schedule the Services marked above.

Other Important Terms: See the attached "Terms and Conditions" either set forth on the reverse side of this Agreement or attached to this Agreement for additional information, such as early termination, maintenance responsibilities, warranties, late and default charges and insurance.

ACCEPTANCE OF PROPOSAL: By signing below, Client agrees and accepts the terms and conditions stated above and the Terms and Conditions either set forth on the reverse side of this Agreement or attached to this Agreement. Company is authorized to do this work as specified. All deletions have been noted. I understand that once accepted, this Agreement constitutes a binding contract. If Client is a legal entity, the undersigned hereby represents that the undersigned has full authority to enter into this Agreement on behalf of Client. This proposal may be withdrawn if not accepted within 30 days.

DOOR-TO-DOOR SALE/ HOME SOLICITATION: If this Agreement is the result of a Door-to-Door or Home Solicitation Sale (under applicable state or federal law), the following provision applies:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

CLIENT:

Signature: _____
Name (print): _____
Title: _____
Date: 10/9/2024

COMPANY:

Signature: Christopher Plante
Name (print): Christopher Plante
Title: District Manager
Date: 10/9/2024

CLIENT CARE GUARANTEE:

We guarantee to deliver what we contract to deliver. If we fail to deliver, we will work with you until you are satisfied, or we will not charge you for the disputed service.

MARCUM

ACCOUNTANTS ▲ ADVISORS

Invoice Date: 3/31/24 Invoice #: 10IN50436050
Payment Terms: Due Upon Receipt Engagement #: 10835694
Client #: 234568

Send Payment To: Marcum LLP
PO Box 95000-2288
Philadelphia, PA 19195-0001
Please refer to invoice number with your payment
Wire & ACH only: TD Bank Swift Code: NRTHUS33XXX
855 Franklin Ave
Garden City, NY 11530
ABA #: 026013673 Account #: 7915750397
Please reference invoice number

The Fredericka Kapothanasis Testamentary Trust
Attn. Paul Kapothanasis, Trustee
4 Running Brook Rd
Westbrook, ME 04092

Please return top portion with remittance.

Amount enclosed \$ _____

For tax preparation of the trust return for the year ended
December 31, 2023

875.00

Administrative Fee

26.25

New Charges

\$ 901.25

PAID

pd.
6/25/2024
225

Payments can be made at our website at <https://www.marcumllp.com/pay>
Invoice amounts due past sixty (60) days will incur a finance charge of 1% per month.

Marcum LLP

*

1 Canal Plaza, 4th Floor

*

Portland, ME 04101

*Phone 207-352-7600 *Fax 207-352-7601

JENSEN BAIRD
Attorneys At Law

P.O. BOX 4510
PORTLAND, MAINE 04112
(207) 775-7271

Ret-out of

Ocean Ave.
Account

2/20/2024
#208
MJQ

Paul Kapothanasis
2 Running Brook Road
Westbrook, ME 04092

Invoice Date 08/12/2024
Invoice# 337580
Billing through 07/31/2024
Client/Matter 10563 -000002 MJQ

REGARDING: General Matters

Services:

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
07/31/2024	MJQ	Meeting with Paul, Irene and Alex regarding residential lease issues.	0.50
07/31/2024	KJC	Office conference with Attorney Quinlan and client regarding rent increase options under the Rental Stabilization Ordinance and related logistical issues.	0.50

TOTAL SERVICES: \$275.00

<u>Attorney/Legal Assistant</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CROSMAN, KEVIN J.	0.50	275.00	\$137.50
QUINLAN, MICHAEL J.	0.50	275.00	\$137.50

Current Fees and Disbursements	\$275.00
Total Fees and Disbursements	\$275.00
Previous Balance Due	\$0.00
TOTAL BALANCE DUE	\$275.00

COPY

JENSEN BAIRD
Attorneys At Law

P.O. BOX 4510
PORTLAND, MAINE 04112
(207) 775-7271

*pd,
10/15/2024
233*

Paul Kapothanasis
27 Running Brook Road
Westbrook, ME 04092

Invoice Date 10/07/2024
Invoice# 338586
Billing through 09/30/2024
Client/Matter 10563 -000002 MJQ

REGARDING: General Matters

Services:

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
08/01/2024	KJC	Email with client regarding Maine AG's sample lease and notice requirements under City of Portland's Rental Stabilization Ordinance and Maine statutory law regarding rent increases.	0.30
09/05/2024	MJQ	Telephone conference with Paul Kapothanasis regarding lead paint and asbestos matters regarding Ocean Avenue property; email to Attorney Crosman regarding same.	0.50
09/06/2024	KJC	Survey of Maine law regarding Landlord's duty regarding asbestos and lead abatement; email memorandum to client regarding same.	1.00
09/25/2024	KJC	Emails with client regarding rent increase notices.	0.20

TOTAL SERVICES: \$550.00

<u>Attorney/Legal Assistant</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CROSMAN, KEVIN J.	1.50	275.00	\$412.50
QUINLAN, MICHAEL J.	0.50	275.00	\$137.50

Current Fees and Disbursements	\$550.00
Total Fees and Disbursements	\$550.00
Previous Balance Due	\$0.00
TOTAL BALANCE DUE	\$550.00



Paul Kapothanasis
27 Running Brook Road
Westbrook, ME 04092

September 30, 2024
Invoice # 1453313

INVOICE SUMMARY

For professional services rendered and costs advanced through August 31, 2024:

Client.Matter: 36187.6902 NFP

RE: Trust Matters

Professional Services	\$ 2,864.00
Disbursements Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 2,864.00

ALL INVOICES ARE DUE WITHIN 30 DAYS

Invoice #: 1453313

September 30, 2024

PROFESSIONAL SERVICES RENDERED

Date	Atty	Hours	Description Of Services Rendered
8/19/24	TGL	2.90	Review promissory note and terms of testamentary trust fbo Gregory holding Ocean Ave real estate; correspondence with C. Crooks; legal analysis under Title 18-B to support facilitate borrowing by interested trustee; prepare consent and ratification document; correspondence P. Kapothanasis
8/22/24	RBR	.20	Conference with A. Braddock regarding tax questions for promissory note and review of drafts for same
8/22/24	TGL	1.90	Telephone call with P. Kapothanasis regarding promissory note; prepare for conference A. Braddock and prepare the same
8/22/24	ADB	2.30	Conference with G. Leschefske regarding drafting of promissory note; draft promissory note
		7.30	Totals

TOTAL PROFESSIONAL SERVICES**\$ 2,864.00****SUMMARY OF PROFESSIONAL SERVICES**

Name	Hours	Rate	Total
A. Braddock	2.30	350.00	805.00
T. Leschefske	4.80	400.00	1,920.00
R. Ravenelle	.20	695.00	139.00
TOTALS	7.30		\$ 2,864.00

TOTAL THIS INVOICE**\$ 2,864.00**

PIERCE ATWOOD LLP

Invoice #: 1453313

September 30, 2024

ACCOUNTS RECEIVABLE INVOICES OUTSTANDING

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
1427031	3/28/24	185.00	.00	185.00

Prior Unpaid Invoices \$ 185.00

TOTAL BALANCE DUE \$ 3,049.00



Paul Kapothanasis
27 Running Brook Road
Westbrook, ME 04092

September 30, 2024
Invoice # 1453313

REMITTANCE ADVICE

Client.Matter: 36187.6902 NFP

RE: Trust Matters

BALANCE DUE THIS INVOICE

\$ 2,864.00

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN
THIS REMITTANCE PAGE WITH PAYMENT

Wire Transfer Instructions:

TD Bank, NA
Portland, ME 04101
Swift Code NRTHUS33XXX
ABA# 211274450
Account # 2426549688
Pierce Atwood LLP

Please Reference: Your Client/Matter OR Invoice Number and Attorney Name

Payment by check to:

Pierce Atwood LLP
Accounting
Merrill's Wharf
254 Commercial Street
Portland, ME 04101

ALL INVOICES ARE DUE WITHIN 30 DAYS

For Wire or ACH payments, please send the remittance details, including Client Matter Number(s) and Invoice Number(s), to AccountsReceivable@PierceAtwood.com for proper credit to your account.

**CITY OF PORTLAND**389 CONGRESS ST
PORTLAND, ME 04101

For the fiscal year July 01, 2023 to June 30, 2024

BILL #: 2411892
ACCOUNT #: 210334
PARCEL ID #: 140-B-015-001
LOCATION: 218 OCEAN AVEKAPOTHANASIS PAUL C TRUSTEE
27 RUNNING BROOK RD
WESTBROOK, ME 04092Owner of Record as of: April 1, 2023
KAPOTHANASIS PAUL C TRUSTEE**CURRENT BILL RATE DISTRIBUTION**

SCHOOL	7.450	\$4,161.57
COUNTY	0.620	\$346.33
MUNICIPAL	6.340	\$3,541.52
TOTAL	14.410	\$8,049.43

**THIS IS THE ONLY BILL
YOU WILL RECEIVE**

Assessed Property Description:

140-B-15-16
OCEAN AVE 216-2229878 SF
Acres: 0.227**FY24 REAL ESTATE TAX BILL****BILLING INFORMATION**

LAND VALUE	\$71,300
BUILDING VALUE	\$487,300
TOTAL VALUE	\$558,600
EXEMPTIONS	\$0
TAXABLE VALUE	\$558,600
TAX RATE	14.410
TOTAL TAX	\$8,049.43
PAYMENTS/CREDITS	\$0.00
ABATEMENT/ADJUST	\$0.00
TAX DUE	\$8,049.43

DATE DUE	AMOUNT DUE
10/19/2023	\$4,024.72
03/14/2024	\$4,024.71

INTEREST AT 8% PER ANNUM CHARGED BEGINNING 10/20/2023 AND 03/15/2024.**TAXPAYER'S NOTICE**Per State law, the ownership and valuation of all real estate and personal property subject to taxation shall be fixed as of April 1st.
For this tax bill, that date is April 1, 2023.**IF THIS PROPERTY HAS BEEN TRANSFERRED, PLEASE FORWARD A COPY OF THIS BILL TO THE NEW OWNER.
THIS IS ONLY FOR THE CURRENT FISCAL YEAR****INFORMATION****Without State Aid for Education, Homestead and BETE Exemption Reimbursement and State Revenue Sharing, your taxes would be 15.7% higher. The current City and School bonded indebtedness is \$370,989,894.**
For information regarding changes or valuations, please contact the Assessor's Office at (207) 874-8486. Information regarding payments, interest, lien cost charges, and/or refunds, please contact the Treasury Office at (207) 874-8490.**REMITTANCE INSTRUCTIONS****THIS IS THE ONLY BILL YOU WILL RECEIVE. THIS BILL INCLUDES TWO (2) PAYMENT VOUCHERS.**
Please make check or money order payable to City of Portland and mail to:**City of Portland Treasury
PO Box 16050
Lewiston, ME 04243-9533**For payments in person, please go to the Treasury Office located in Room 102 of City Hall.
If your bank or mortgage company pays your taxes, please review and forward a copy of this bill to them.**FY24 REAL ESTATE TAX BILL** THIS STUB MUST BE RETURNED WITH YOUR SECOND PAYMENT **CITY OF PORTLAND TREASURY**

Atlantic Heating Company
474 Riverside Industrial Parkway
Portland ME 04103
207-797-7218

INVOICE

Feb 26, 2025

Paul Kapothanasis
70 Scott Drive K Bros
Westbrook, ME 04092

Account #:	595
Invoice #:	29908
Invoice Date:	1/7/25
Invoice Total:	\$362.45

TERMS: Net Due Upon Receipt.

Amount Enclosed: \$ _____

Please Return This Portion With Your Payment

Description: Annual service
B+V cleaning
Replaced tank filter
Polished flame rod and igniter
New flame rod insulation
Cleaned fan
Tested system operation
Performed combustion test

Abt,
Did this
got paid?

NO

Tech: HarveyA

Description
STANDARD CLEANING AND TUNE UP
TRUCK SUPPLIES
ENVIRONMENTAL DISPOSAL FEE
Preferred Labor

Total Due: \$362.45

Efficiency Test:

Gross Stack Temp: 252

Net Stack Temp:

CO2: 6.8

Draft OB:

Draft OF:

O2: 0

Smoke:

Efficiency: 85.4 %

For Fuel or Service At: Constintine Kapothanasis
218 Ocean Avenue
Portland, ME 04103

Atlantic Heating Company
474 Riverside Industrial Parkway
Portland ME 04103
207-797-7218

Account #: 595
Invoice #: 29908
Invoice Date: 1/7/25

This one is still owed! Thank you

Atlantic Heating Company
474 Riverside Industrial Parkway
Portland ME 04103
207-797-7218

INVOICE

Nov 20, 2024

Paul Kapothanasis
70 Scott Drive K Bros
Westbrook, ME 04092

Account #:	595
Invoice #:	28925
Invoice Date:	11/14/24
Invoice Total:	\$362.45

TERMS: Net Due Upon Receipt.

Amount Enclosed: \$ _____

Please Return This Portion With Your Payment

Description: B/V, SSC-109, RF-4W, .70-80A. S - 0, CO2 - 11.2%, EFF - 84.2%

Tech: HunterA

Description
STANDARD CLEANING AND TUNE UP TRUCK SUPPLIES ENVIRONMENTAL DISPOSAL FEE Preferred Labor

Total Due: \$362.45

Efficiency Test:

Gross Stack Temp:

Draft OB:

Smoke: 0

Net Stack Temp:

Draft OF:

CO2: 11.2

O2: 0

Efficiency: 84.2 %

For Fuel or Service At: Paul Kapothansis
220 Ocean Avenue K Bros
Portland, ME 04102

Atlantic Heating Company
474 Riverside Industrial Parkway
Portland ME 04103
207-797-7218

Account #: 595
Invoice #: 28925
Invoice Date: 11/14/24

From: Maine Radon & Environmental noreply@mxmerchant.com
Subject: Your Maine Radon & Environmental receipt # 2213
Date: Feb 19, 2024 at 9:49:32 PM
To: ikapothanasis@aol.com

pd. 2/19/2024
online

View this receipt in your browser by going to <https://mxmerchant.com/receipts/invoice/056WG00Q8XQ7/XVV6QJ>.

Invoice #2213



Maine Radon & Environmental
243 Roosevelt Trail
Windham, ME 04062
(207) 503-3888

[https://
www.maineradonenvironmental.com/](https://www.maineradonenvironmental.com/)

www.maineradonenvironmental.com



IRENE KAPOTHANASIS

Contact: ikapothanasis@aol.com

Bill to:

218 Ocean Ave
Portland, ME 04103

Ship to:

218 Ocean Ave
Portland, ME 04103

Access Code



056WG00Q8XQ7



Invoice Date: Feb 19th 2024
Due Date: Feb 19th 2024



ITEMS

Item	Description	Quantity	Unit Price	Unit Discount	Item Total
Radon Air Test	Balance Due	3	\$185.00	(\$0.00)	\$555.00
Subtotal:					\$555.00
Total:					\$555.00
Surcharge:					\$0.00
Amount Paid:					\$555.00
Balance (USD):					\$0.00



PAYMENTS

Type	Tender	Status	Authorization Code	Amount
Sale	ACH	Approved		\$555.00



Estimate

ESTIMATE#	1037627864
DATE	02/12/2024
PO#	

CUSTOMER
Kapothanasis, Irene 218 Ocean Ave Portland Maine 04103-5713 (207) 450-7920

SERVICE LOCATION
Kapothanasis, Irene 218 Ocean Ave Portland Maine 04103-5713 (207) 450-7920

DESCRIPTION	Radon Air Test
-------------	----------------

Estimate

Description	Qty	Rate	Total
Radon Testing - Air Short Term (48-72 hour) air monitoring for radon using RadStar Continuous Radon Monitors			555.00
Maine Sales Tax		5.50%	0.00

CUSTOMER MESSAGE
Upon acceptance of online estimate, a 30% Deposit is required to order materials and schedule work. Balance is due upon completion of installation. This estimate is valid for 30 days.

Estimate Total: \$555.00

PRE-WORK SIGNATURE

Signed By: _____

From: Katherine McElduff

katie@maineradonenvironmental.com

Subject: **Estimate from Maine Radon and
Water Treatment**

Date: Feb 12, 2024 at 9:19:21 AM

To: ikapothanasis@aol.com

Dear Irene:

Thank you for giving us an opportunity to take care of your service needs.

Below and attached is your estimate for the services you requested. Should you have any questions or concerns, please feel free to call us at (207) 742-8390

Estimate

Description	Qty	Unit Cost	Total
Radon Testing - Air			\$555.00
Short Term (48-72 hour) air monitoring for radon using RadStar Continuous Radon Monitors			
Maine Sales Tax		5.50%	\$0.00
Estimate Total:			\$555.00

[View & Accept Estimate Online →](#)

Thank You,

Maine Radon and Water Treatment
(207) 742-8390
243 Roosevelt Trail Ste 4
Windham, ME 04062

From: **Maine Radon & Environmental** noreply@mxmerchant.com
Subject: **Your Maine Radon & Environmental invoice # 2279**
Date: **Mar 12, 2024 at 2:42:06 PM**
To: **ikapothanasis@aol.com**

View this receipt in your browser by going to <https://mxmerchant.com/receipts/invoice/0574I00TCWN6/3TGP46>.

Invoice #2279



Maine Radon & Environmental
243 Roosevelt Trail
Windham, ME 04062
(207) 503-3888

<https://>

www.maineradonenvironmental.com/

www.maineradonenvironmental.com



IRENE KAPOTHANASIS

Contact: ikapothanasis@aol.com

Access Code



0574I00TCWN6

Bill to:

218 Ocean Ave
Portland, ME 04103



Invoice Date: Mar 12th 2024
Due Date: Mar 12th 2024

Ship to:

218 Ocean Ave
Portland, ME 04103



ITEMS

Item	Description	Quantity	Unit Price	Unit Discount	Item Total
Two Radon Air Systems	Full Balance	1	\$2,806.47	(\$0.00)	\$2,806.47
Returned Check Fee	Balance Due	1	\$25.00	(\$0.00)	\$25.00

Subtotal: \$2,831.47

Total: \$2,831.47

Surcharge: \$0.00

Amount Paid: \$0.00

Balance (USD): \$2,831.47

RT.
3/13
#2279



SELECT YOUR PAYMENT METHOD:

Pay with card



Pay with bank account



A surcharge fee of 3.00% will only be assessed on credit card transactions processed through this service.
Fee does not apply to Debit Card Transactions.

Work Order#:

Check Payable To:

Balance Due:

WO-000634

CleanME Exteriors LLC

\$250.00

FROM:

CleanME Exteriors

Email: hello@cleanmeexteriors.com

Phone: (207) 209-3799 (tel:(207) 209-3799)

TO:

Irene Kapothanasis

27 Running Brook Road

Westbrook, ME, 04092

Phone: (207) 450-7920 (tel:(207) 450-7920)

JOB LOCATION:

Rental Property

218 Ocean Avenue

Portland, ME, 04103

JOB:

Rental Property Gutter Cleaning

Services

Price

- 1 Gutter Cleaning & Inspection

\$250.00

Clear gutters of debris, thoroughly inspect gutters and downspouts for proper drainage. Debris will be cleaned up and properly disposed.

Subtotal

\$250.00

Grand Total (\$)

\$250.00

Accepted payment methods

Credit Card, Check, Cash

Message

Please mail check to: 16 Dudley Way, Westbrook, ME 04092

Thank you for your business. We look forward to working with you again soon.

Terms

Payment Terms. All invoices for services covered by the estimate are payable upon completion of work or due date stated on this invoice. Late Charges; Interest. Any invoices not paid by you on the date of completion may bear interest after the due date until the invoice is paid. The accepted forms of payment are listed on this invoice.



CITY OF PORTLAND, MAINE
389 CONGRESS STREET
PORTLAND, ME 04101

Questions on your bill? Please call: (207) 874-8660 or Email: swbill@portlandmaine.gov
Questions on your impervious surface or credits? Please call: (207) 874-8462.

STORMWATER BILL

304122

KAPOTHANASIS PAUL C TRUSTEE
27 RUNNING BROOK RD
WESTBROOK, ME 04092

*pd.
2/12
#208*

CUSTOMER NAME		CUSTOMER #	PARCEL ID		PROPERTY LOCATION		
KAPOTHANASIS PAUL C TRUSTEE		210334	140-B-015-001		218 OCEAN AVE		
BILL NUMBER		ACCOUNT #	BILL DATE		DUE DATE		
304122		710154	02/01/2024		02/25/2024		
DESCRIPTION	BUILDING	IMPERVIOUS AREA SURFACE	TOTAL	BILLABLE UNITS	DWELLINGS	BILLABLE RATE	CHARGE AMOUNT
QUARTERLY STORMWATER CHARGE	2181	2032	4213	4	1	\$7.75	\$93.00

Service Period: 1/1/2024 to 3/31/2024

Previous Balance	\$0.00
Current Charges	\$93.00
Adjustments	\$0.00
Interest	\$0.00
Penalties	\$0.00
Total Amount Due	\$93.00

Current charge is calculated as follows:
Billable units divided by Dwellings multiplied by Billable Rate
(see your Stormwater Credit)



CITY OF PORTLAND, MAINE
389 CONGRESS STREET
PORTLAND, ME 04101

STORMWATER BILL

326774

Questions on your bill? Please call: (207) 874-8660 or Email: swbill@portlandmaine.gov
Questions on your impervious surface or credits? Please call: (207) 874-8462.

KAPOTHANASIS PAUL C TRUSTEE
27 RUNNING BROOK RD
WESTBROOK, ME 04092

pd. 5/14/2024 #

CUSTOMER NAME	CUSTOMER #	PARCEL ID	PROPERTY LOCATION
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KAPOTHANASIS PAUL C TRUSTEE	210334	140-B-015-001	218 OCEAN AVE
-----------------------------	--------	---------------	---------------

BILL NUMBER	ACCOUNT #	BILL DATE	DUE DATE
-------------	-----------	-----------	----------

326774	710154	05/01/2024	05/25/2024
--------	--------	------------	------------

DESCRIPTION	BUILDING	IMPERVIOUS AREA SURFACE	TOTAL	BILLABLE UNITS	DWELLINGS	BILLABLE RATE	CHARGE AMOUNT
-------------	----------	-------------------------	-------	----------------	-----------	---------------	---------------

QUARTERLY STORMWATER CHARGE	2181	2032	4213	4	1	\$7.75	\$93.00
-----------------------------	------	------	------	---	---	--------	---------

Service Period: 4/1/2024 to 6/30/2024

Previous Balance	\$0.00
Current Charges	\$93.00
Adjustments	\$0.00
Interest	\$0.00
Penalties	\$0.00

Total Amount Due	\$93.00
------------------	---------

Current charge is calculated as follows:
Billable units divided by Dwellings multiplied by Billable Rate
less any Stormwater Credit.

PAY YOUR BILL ONLINE AT: PORTLANDMAINE.GOV/STORMWATERBILLING



CITY OF PORTLAND, MAINE
389 CONGRESS STREET
PORTLAND, ME 04101

Questions on your bill?

Please call: (207) 874-8660 or Email: swbill@portlandmaine.gov

Questions on your impervious surface or credits?

Please call: (207) 874-8462.

STORMWATER BILL QUARTERLY STORMWATER CHARGE

ACCOUNT NUMBER: 710154

BILL NUMBER: 356352

BILL DATE: 08/01/2024

DUE DATE: 08/25/2024

KAPOTHANASIS PAUL C TRUSTEE
27 RUNNING BROOK RD
WESTBROOK, ME 04092

Ocean Ave

CUSTOMER NAME	CUSTOMER #	PARCEL ID	PROPERTY LOCATION
KAPOTHANASIS PAUL C TRUSTEE	210334	140-B-015-001	218 OCEAN AVE

DESCRIPTION	AMOUNT
QUARTERLY STORMWATER CHARGE	\$93.00

BUILDING	IMPERVIOUS AREA SURFACE	TOTAL
2181	2032	4213

BILLABLE UNITS	DWELLINGS	BILLABLE RATE
4	1	\$7.75/month

Current Charges	\$93.00
Previous Balance	\$0.00
Adjustments	\$0.00
Interest	\$0.00
Penalties	\$0.00
Total Amount Due	\$93.00

Current charge is calculated as follows:

Billable units divided by Dwellings multiplied by Billable Rate less any Stormwater Credit.

Service Period: 7/1/2024 to 9/30/2024

Pd.
8/16/2024
#227

PAY YOUR BILL ONLINE AT: PORTLANDMAINE.GOV/STORMWATERBILLING



1515938



Portland Water District
FROM SERAGO LAKE TO CASCO BAY

Customer Name	EST CONSTANTINE KAPOTHANASIS	Account Number
Service Address	218 OCEAN AVE PORTLAND	30010316
Bill Date: 01/12/2024	Payment Due Upon Receipt	

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$178.32
Balance Forward			\$178.32
Total Current Charges	\$32.75	\$115.21	\$147.96
TOTAL AMOUNT DUE			\$326.28

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11
08/23	32	10	10
07/23	29	12	12
06/23	30	10	10
05/23	35	13	13
04/23	33	11	11
03/23	29	10	10
02/23	35	15	15
01/23	35	12	12

Hundred Cubic Feet = 748 Gallons

Current Charges Detail

Minimum Charge	\$10.87	\$12.75
Usage Charge	\$21.76	\$102.00
Late Fee	\$0.12	\$0.46

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	12/26/2023	11/30/2023	2666	2657	9
S61099203	Submeter 5/8"	12/28/2023	12/01/2023	56	56	0

1/18/2024
#207



1573650



Portland Water District
FROM SEWAGO LAKE TO CASCO BAY

Customer Name	EST CONSTANTINE KAPOTHANASIS	Account Number
Service Address	218 OCEAN AVE PORTLAND	30010316
Bill Date: 02/09/2024		Payment Due Upon Receipt

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11
08/23	32	10	10
07/23	29	12	12
06/23	30	10	10
05/23	35	13	13
04/23	33	11	11
03/23	29	10	10
02/23	35	15	15

Hundred Cubic Feet = 748 Gallons

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$326.28
Payment - Thank You			\$326.28CR
Balance Forward			\$0.00
Total Current Charges	\$31.31	\$102.00	\$133.31
TOTAL AMOUNT DUE			\$133.31

Current Charges Detail

Minimum Charge	\$11.39	\$12.75
Usage Charge	\$19.92	\$89.25

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	01/23/2024	12/26/2023	2674	2666	8
S61099203	Submeter 5/8"	01/26/2024	12/28/2023	56	56	0

*pd.
2/16/2024
#209*



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)				
Month	Days	Water	Waste	Water
03/24	35	12		12
02/24	31	8		8
01/24	28	9		9
12/23	37	11		11
11/23	29	10		10
10/23	34	11		11
09/23	34	11		11
08/23	32	10		10
07/23	29	12		12
06/23	30	10		10
05/23	35	13		13
04/23	33	11		11
03/23	29	10		10

Hundred Cubic Feet = 748 Gallons

Customer Name		EST CONSTANTINE KAPOTHANASIS	Account Number
Service Address		218 OCEAN AVE PORTLAND	30010316
Bill Date: 03/08/2024		Payment Due Upon Receipt	

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$133.31
Payment - Thank You			\$133.31CR
Balance Forward			\$0.00
Total Current Charges	\$43.06	\$153.00	\$196.06
TOTAL AMOUNT DUE			\$196.06

Current Charges Detail

Minimum Charge	\$11.49	\$12.75
Usage Charge	\$31.57	\$140.25

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	02/26/2024	01/23/2024	2686	2674	12
S61099203	Submeter 5/8"	02/27/2024	01/26/2024	56	56	0

Message Center

Attention students! Apply now for a chance to receive \$1,500 towards your studies! Applications are being accepted for the \$1,500 DiPietro Scholarship serving students in the Portland Water District service area pursuing a degree applicable in the water sector. The deadline is March 31. To apply and for eligibility criteria, visit www.pwd.org.



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Portland Water District
FROM SEASIDE LAKE TO CASCADIA

Customer Name	EST CONSTANTINE KAPOTHANASIS	Account Number
		30010316
Service Address	218 OCEAN AVE PORTLAND	
Bill Date: 04/12/2024	Payment Due Upon Receipt	

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$196.06
Payment - Thank You			\$196.06CR
Balance Forward			\$0.00
Total Current Charges	\$72.45	\$114.75	\$187.20
TOTAL AMOUNT DUE			\$187.20

Monthly Usage (Hundred Cubic Feet)				
Month	Days	Water	Waste Water	
04/24	29	9	9	
03/24	35	12	12	
02/24	31	8	8	
01/24	28	9	9	
12/23	37	11	11	
11/23	29	10	10	
10/23	34	11	11	
09/23	34	11	11	
08/23	32	10	10	
07/23	29	12	12	
06/23	30	10	10	
05/23	35	13	13	
04/23	33	11	11	
Hundred Cubic Feet = 748 Gallons				

Current Charges Detail

Minimum Charge	\$11.49	\$12.75
Usage Charge	\$22.96	\$102.00
Reconnection Fee	\$38.00	\$0.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	03/26/2024	02/26/2024	2695	2686	9
S61099203	Submeter 5/8"	03/26/2024	02/27/2024	56	56	0



Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
05/24	31	11	11
04/24	29	9	9
03/24	35	12	12
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11
08/23	32	10	10
07/23	29	12	12
06/23	30	10	10
05/23	35	13	13

Hundred Cubic Feet = 748 Gallons

1747592	
Customer Name	Account Number
EST CONSTANTINE KAPOTHANASIS	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 05/10/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$187.20
Payment - Thank You			\$187.20CR
Balance Forward			\$0.00
Total Current Charges	\$40.19	\$140.25	\$180.44
TOTAL AMOUNT DUE			\$180.44

Current Charges Detail

Minimum Charge	\$11.49	\$12.75
Usage Charge	\$28.70	\$127.50

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	04/24/2024	03/26/2024	2706	2695	11
S61099203	Submeter 5/8"	04/26/2024	03/26/2024	56	56	0

Pd. 5/22/2024 #223



Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
06/24	29	9	9
05/24	31	11	11
04/24	29	9	9
03/24	35	12	12
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11
08/23	32	10	10
07/23	29	12	12
06/23	30	10	10

Hundred Cubic Feet = 748 Gallons

1805486	
Customer Name	Account Number
EST CONSTANTINE KAPOTHANASIS	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 06/14/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$180.44
Payment - Thank You			\$180.44CR
Balance Forward			\$0.00
Total Current Charges	\$34.45	\$114.75	\$149.20
TOTAL AMOUNT DUE			\$149.20

Current Charges Detail

Minimum Charge	\$11.49	\$12.75
Usage Charge	\$22.96	\$102.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	05/21/2024	04/24/2024	2715	2706	9
S61099203	Submeter 5/8"	05/23/2024	04/26/2024	56	56	0

Message Center

The latest water quality report is now available. Read the enclosed information or visit us online at www.pwd.org to download the detailed report. You may request a copy be mailed to you by contacting us at customerservice@pwd.org or 207-761-8310.

pd 465 #224



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)				
Month	Days	Water	Waste Water	
07/24	36	11	11	
06/24	29	9	9	
05/24	31	11	11	
04/24	29	9	9	
03/24	35	12	12	
02/24	31	8	8	
01/24	28	9	9	
12/23	37	11	11	
11/23	29	10	10	
10/23	34	11	11	
09/23	34	11	11	
08/23	32	10	10	
07/23	29	12	12	

Hundred Cubic Feet = 748 Gallons

Customer Name		EST CONSTANTINE KAPOTHANASIS	Account Number
Service Address		218 OCEAN AVE PORTLAND	30010316
Bill Date: 07/12/2024		Payment Due Upon Receipt	

1863009

005384 (1:1)

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$149.20
Payment - Thank You			\$149.20CR
Balance Forward			\$0.00
Total Current Charges	\$40.19	\$140.25	\$180.44
TOTAL AMOUNT DUE			\$180.44

Current Charges Detail

Minimum Charge	\$11.49	\$12.75
Usage Charge	\$28.70	\$127.50

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	06/25/2024	05/21/2024	2726	2715	11
S61099203	Submeter 5/8"	06/26/2024	05/23/2024	56	56	0

7/19/2024
#226



Portland Water District
FROM SEDASO LAKE TO CASCO BAY

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
08/24	30	10	10
07/24	36	11	11
06/24	29	9	9
05/24	31	11	11
04/24	29	9	9
03/24	35	12	12
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11
08/23	32	10	10

Hundred Cubic Feet = 748 Gallons

1921009	
Customer Name	EST CONSTANTINE KAPOTHANASIS
Account Number	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 08/09/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$180.44
Payment - Thank You			\$180.44CR
Balance Forward			\$0.00
Total Current Charges	\$37.32	\$129.59	\$166.91
TOTAL AMOUNT DUE			\$166.91

Current Charges Detail

Minimum Charge	\$11.49	\$12.96
Usage Charge	\$25.83	\$116.63

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	07/23/2024	06/25/2024	2736	2726	10
S61099203	Submeter 5/8"	07/25/2024	06/26/2024	56	56	0

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229*

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Office Hours
 8:00 a.m. - 4:30 p.m.
 Monday through Friday
 Phone: 207-761-8310

Web Site and E-Mail
www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
09/24	37	12	12
08/24	30	10	10
07/24	36	11	11
06/24	29	9	9
05/24	31	11	11
04/24	29	9	9
03/24	35	12	12
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11
09/23	34	11	11

Hundred Cubic Feet = 748 Gallons

1979051	
Customer Name	Account Number
EST CONSTANTINE KAPOTHANASIS	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 09/13/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$166.91
Payment - Thank You			\$166.91CR
Balance Forward			\$0.00
Total Current Charges	\$43.06	\$156.00	\$199.06
TOTAL AMOUNT DUE			\$199.06

Current Charges Detail

Minimum Charge	\$11.49	\$13.00
Usage Charge	\$31.57	\$143.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	08/27/2024	07/23/2024	2748	2736	12
S61099203	Submeter 5/8"	08/29/2024	07/25/2024	56	56	0

Pd. 9/19/2024 #230



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)			
Month	Days	Water	Waste Water
10/24	30	9	9
09/24	37	12	12
08/24	30	10	10
07/24	36	11	11
06/24	29	9	9
05/24	31	11	11
04/24	29	9	9
03/24	35	12	12
02/24	31	8	8
01/24	28	9	9
12/23	37	11	11
11/23	29	10	10
10/23	34	11	11

Hundred Cubic Feet = 748 Gallons

2037188	
Customer Name	Account Number
EST CONSTANTINE KAPOTHANASIS	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 10/11/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$199.06
Payment - Thank You			\$199.06CR
Balance Forward			\$0.00
Total Current Charges	\$34.45	\$117.00	\$151.45
TOTAL AMOUNT DUE			\$151.45

Current Charges Detail

Minimum Charge	\$11.49	\$13.00
Usage Charge	\$22.96	\$104.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	09/23/2024	08/27/2024	2757	2748	9
S61099203	Submeter 5/8"	09/26/2024	08/29/2024	56	56	0

*pd. 10/21/2024
#234*



Portland Water District
FROM SEBAGH LAKE TO CASCO BAY

Office Hours

8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail

www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)				
Month	Days	Water	Waste	Water
11/24	36	10	10	
10/24	30	9	9	
09/24	37	12	12	
08/24	30	10	10	
07/24	36	11	11	
06/24	29	9	9	
05/24	31	11	11	
04/24	29	9	9	
03/24	35	12	12	
02/24	31	8	8	
01/24	28	9	9	
12/23	37	11	11	
11/23	29	10	10	

Hundred Cubic Feet = 748 Gallons

2095276	
Customer Name	EST CONSTANTINE KAPOTHANASIS
Account Number	30010316
Service Address	218 OCEAN AVE PORTLAND
Bill Date: 11/08/2024	Payment Due Upon Receipt

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$151.45
Payment - Thank You			\$151.45CR
Balance Forward			\$0.00
Total Current Charges	\$37.32	\$130.00	\$167.32
TOTAL AMOUNT DUE			\$167.32

Current Charges Detail

Minimum Charge	\$11.49	\$13.00
Usage Charge	\$25.83	\$117.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	10/25/2024	09/23/2024	2767	2757	10
S61099203	Submeter 5/8"	10/29/2024	09/26/2024	56	56	0

Ocean Ave.



Office Hours
8:00 a.m. - 4:30 p.m.
Monday through Friday
Phone: 207-761-8310

Web Site and E-Mail
www.pwd.org
customerservice@pwd.org

Monthly Usage (Hundred Cubic Feet)				
Month	Days	Water	Waste	Water
12/24	33	12	12	
11/24	36	10	10	
10/24	30	9	9	
09/24	37	12	12	
08/24	30	10	10	
07/24	36	11	11	
06/24	29	9	9	
05/24	31	11	11	
04/24	29	9	9	
03/24	35	12	12	
02/24	31	8	8	
01/24	28	9	9	
12/23	37	11	11	

Hundred Cubic Feet = 748 Gallons

Customer Name		EST CONSTANTINE KAPOTHANASIS	Account Number	2153540
Service Address		30010316		
218 OCEAN AVE PORTLAND				
Bill Date: 12/13/2024		Payment Due Upon Receipt		

Account Detail	Member Water Charges	Portland Wastewater Charges	Total
Previous Balance			\$167.32
Payment - Thank You			\$167.32CR
Balance Forward			\$0.00
Total Current Charges	\$43.06	\$156.00	\$199.06
TOTAL AMOUNT DUE			\$199.06

Current Charges Detail

Minimum Charge	\$11.49	\$13.00
Usage Charge	\$31.57	\$143.00

Customer Meter Summary:

METER NUMBER	METER TYPE	READ DATE	PRIOR READ DATE	CURRENT READING	PRIOR READING	USAGE (HCF)
A17086039	Primary 5/8"	11/25/2024	10/25/2024	2779	2767	12
S61099203	Submeter 5/8"	11/27/2024	10/29/2024	56	56	0

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



To: City of Portland Rent Board
From: Licensing and Housing Safety Office
Re: 218 Ocean Ave - Rent Control Audit

The Long Term Rental registration for 218 Ocean Ave (LTR-000021-2018) is currently undergoing a rent control audit under code case RCC2500243.

Thank you,

A handwritten signature in black ink, appearing to read 'Dylan Orr', is written over a horizontal line.

Dylan Orr
City of Portland
Business Licensing & Housing Safety Office



To: City of Portland Rent Board
From: Licensing and Housing Safety Office
Re: Request to Schedule Appeal Hearing

The Rent Board received an appeal of a rent increase pursuant to Section 6-234(e) on May 21, 2025.

Sec. 6-234 "(e) Tenants, individually or collectively, who receive notice of a rent increase that they believe does not conform with this Section may file a complaint with the Housing Safety office. The Housing Safety office shall promptly investigate such complaint and take appropriate action. If, within fourteen (14) days of filing such a complaint, the notice is not rescinded by the Landlord, an appeal of said rent increase may be filed with the Rent Board. Upon receipt of the appeal, the Rent Board shall schedule a public hearing to be held no more than twenty-one (21) days after the filing of the completed appeal application. At the public hearing, the Board will consider de novo the rent charged under the existing Rental Agreement, the amount of the proposed new rent, and the factors which may or may not allow such an increase in accordance with this Article. Upon consideration of such evidence, the Board will render a decision as to whether the increased rent is allowable."

To allow adequate time to appropriately notify all interested parties, a public hearing on this appeal cannot be scheduled before June 11, 2025. June's regular meeting is currently scheduled for June 25, 2025.

Thank you,

City of Portland
Business Licensing & Housing Safety Office