



RENT BOARD

October 8, 2025

5:30 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:

<https://portlandmaine->

[gov.zoom.us/j/83118470888?pwd=gpgmP7ct0CZnj8aq3P772lln3AONd7.1](https://portlandmaine-gov.zoom.us/j/83118470888?pwd=gpgmP7ct0CZnj8aq3P772lln3AONd7.1)

Passcode:746071

Phone one-tap:

+16469313860,,83118470888#,,,,*746071# US

+19292056099,,83118470888#,,,,*746071# US (New York)

Join via audio:

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+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

+1 669 900 6833 US (San Jose)

Webinar ID: 831 1847 0888

Passcode: 746071

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II. ROLL CALL:

III. COMMUNICATIONS:

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

- a. City Staff Recommended Amendments to Rent Stabilization Ordinance

IV. New Business

- a. Rent Increase Application - Public Comment
Owner: Forty Nine, LLC, 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 89 Spruce St, Units 1-12
CBL: 056-D-010-001
Type of Increase: Increased Housing Service Costs
- b. Rent Increase Application - Public Comment
Owner: Forty Nine, LLC, 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 105 Forest Ave, Units 001-007
CBL: 036-H-001-001
Type of Increase: Increased Housing Service Costs
- c. Rent Increase Application - Public Comment
Owner: Forty Nine, LLC, 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 139 William St, Units 1-8
CBL: 081-A-013-001
Type of Increase: Increased Housing Service Costs
- d. Rent Increase Application - Public Comment
Owner: Forty Nine, LLC, 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 202 Dartmouth St, Units 1-10, 12 & 14
CBL: 081-A-010-001
Type of Increase: Increased Housing Service Costs

- e. Rent Increase Application - Public Comment
Owner: SPAR Inc., 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 72 Park Ave, Units 1-12
CBL: 048-B-008-001
Type of Increase: Increased Housing Service Costs
- f. Rent Increase Application - Public Comment
Owner: SPAR Inc., 82 Hanover St, Portland, ME 04101
Owner's Representative: Caleb Normandeau with Port Property
Address: 157 Grant St, Units 1-26
CBL: 053-B-024-001
Type of Increase: Increased Housing Service Costs
- g. Discussion of Rescheduling Tabled Applications from September 24, 2025
- h. Rent Increase Notice Subcommittee Update
- i. MNOI Rent Increase Application Form Subcommittee Update
- j. Rent Board Annual Report Update

V. Adjourn

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: Suggested Amendments to Rent Stabilization Ordinance

Attached are proposed amendments to the Rent Stabilization Ordinance that Permitting & Inspections staff has developed in partnership with the Office of the Corporation Counsel.

Many of the changes are “housekeeping” items that do not substantively change the intent of the ordinance. The substantive recommended changes are intended to aid effective enforcement of the ordinance by simplifying language, clarifying requirements, and streamlining processes.

The Housing and Economic Development Committee will be discussing these suggested amendments at their meeting scheduled for October 21, 2025.

Thank you,

City of Portland
Business Licensing & Housing Safety Office

Chapter 6 BUILDINGS AND BUILDING REGULATIONS*

* * *

ARTICLE VI. RESIDENTIAL RENTAL UNIT REGISTRATION REQUIREMENTS

Sec. 6-150. Purpose.

The proliferation of real estate proprietorships, partnerships, and trusts having undisclosed, anonymous or otherwise unidentifiable principals, owning large numbers of residential long term rental properties, sometimes managed through unresponsive property management companies, has impeded the proper enforcement of this chapter, chapter 12 and other ordinances of the city. Non-owner occupied short term rental units may remove housing units from the long term rental market and may contribute to the increase in the cost of rental housing in the City.

This article is intended to require the disclosure of the ownership of such property, and to regulate the renting of property within the City, and to make owners and persons responsible for the maintenance of property more accessible and accountable with respect to the premises, to ensure that housing units remain available for rent to those who reside or seek to reside within the City, to ensure that residential areas are not unduly impacted by the operation of short term rentals, and to ensure that owners and tenants comply with chapters 6 and 10 of the City Code.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-150.1. Definitions.

The definitions in 6-106 apply to this Article. The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Island Short Term Rental shall mean a short term rental located on one of the following islands in the City of Portland: Peaks Island, Great Diamond Island, Cushing Island, Little Diamond Island, House Island, and/or Cliff Island.

Long Term Rental shall mean the letting of a rental unit in whole or in part for thirty (30) days or more.

Mainland Short Term Rental shall mean a short term rental located within the limits of the City of Portland, but not on Peaks

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Chapter 6
Rev. 9-8-2004

Island, Long Island, Great Diamond Island, Cushing Island, Little
Diamond Island, House Island and/or Cliff Island.

Multi-Unit shall mean a single, detached building in common
ownership interest containing more than one (1) residential or
commercial unit, as determined by the Director of the Permitting

and Inspections Department.

Owner-Occupied shall mean a rental unit owned and occupied by the registrant as his or her primary residence. Accessory dwelling units as defined in Chapter 14 of this Code, are not considered owner-occupied units for purposes of short term rental registration and regulation.

Owner shall mean each individual person or entity including, without limitation, all partners, officers, or trustees of any real estate trust; all members or managers of a limited liability company; and all officers and directors of a corporation; that is the record owner of a building or property.

Primary Residence shall mean the dwelling in which a person resides as his or her legal residence for more than one half of a year and registers as his or her address for tax and government identification purposes.

Registrant shall mean the owner of a rental unit, or a tenant, with permission from the owner, seeking to register a rental unit.

Rental unit is a portion of any residential structure that is rented or available for rent to any individual or individuals for any length of time. Any portion of a Single-Family Home, Condominium, or Apartment that is rented or available to be rented to an individual or individuals who are not the owner or owners shall be considered a *rental unit*. *Dwelling units* and *rooming units* as defined in §6-106 are, without limitation, *rental units*.

A Single-Family Home, Condominium, or Apartment that is occupied by the owner or owners, and of which no portion is rented or available for rent, is not a *rental unit*. Rental Units do not include residential care facilities or assisted living facilities as defined in 22 M.R.S. § 7852.¹

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Short Term Rental is the letting of a rental unit, in whole or in part, for less than thirty (30) days.

Single Family Home shall mean a detached residential dwelling or a single condominium unit containing one dwelling unit.

Tenant-Occupied shall mean a rental unit in which the registrant is not the record owner of the rental unit, but lawfully occupies the rental unit as his or her primary residence.
(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

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Code of Ordinances
Sec. 6-150.1

Buildings and Building Regulations
Chapter 6
Rev. 11-19-2018

Sec. 6-151. Registration required.

(a) *Registration of Ownership.*

1. Rental units must be registered in accordance with this article by January 1st of each year; Rental units entering the rental housing market must be registered within fourteen days. Registration must be renewed annually, on or before January 1st, including updating all changes in previously submitted registration information.
2. If a rental unit is rented as both a short term and long term rental, it must be separately registered for each type of rental.
3. Each owner, manager, and person/entity otherwise responsible for the rental unit, such as a property manager, shall be obligated under this article. Any new owner, manager, or responsible person/entity must apply to register within thirty (30) days of purchase of the rental unit or transfer of management or responsibility. New owners or tenants applying to register an existing short term rental unit are considered new applicants and shall be subject to all limitations and regulations in effect at the time of the application.
4. A rental unit shall not be considered registered until all information and fees are provided to the satisfaction of the City's Permitting and Inspections Department or its designee.
5. As a condition of registration, all owners must allow onsite inspections of their property including, without limitation, all rental units.

(b) *Information/Documentation Required.* Registration must be completed on forms supplied by the City's Permitting and Inspections Department or their designee and must provide, at a minimum, the following information:

1. The street address of the building;
2. The unit number of the rental unit;
3. The tax assessor's chart, block and lot of the property on which the building is located;

4. The owner of the property, including the owners' name, address, telephone number, and email address. If the owner is anything other than a natural person, the following information must also be included:
 - a. The name of each individual person that has an ownership interest in any entity that is the record owner. This includes, without limitation, all partners, officers, or trustees of any real estate trusts; any members or managers of a limited liability company; and all officers and directors of a corporation; and
 - b. The residential street address, e-mail address and home phone number of at least one (1) such individual person;
5. The manager of the property or the person or persons responsible for its regular maintenance or repair, as well as a name, address, telephone number, and email address for that person or entity; and
6. The person designated as the agent of the owner or owners for the service of notices and civil process by the city, as well as their name, address, telephone number, and e-mail address. Service of notice and process upon the person so designated shall be deemed conclusive service upon the owner or owners.

(c) *Additional Information Required for Short Term Rentals.* A short term rental shall not be considered registered unless and until the registrant has submitted a complete application together with all information required by this article, paid the fee required by Sec. 6-152, and a registration number has been issued.

In addition to the information required in Section 6-151(b), a Short Term Rental registrant must provide at a minimum the following information and any other information requested by the City's Permitting and Inspections Department or their designee:

1. A short term rental application;
2. Whether the rental unit is owner-occupied, tenant-occupied, or non-owner occupied;
 - a. For Short Term Rental units that are owner-occupied, the owner must provide a notarized

primary residence affidavit, on forms provided by the City. The owner must also produce for review one of the following demonstrating residency at the owner-occupied unit:

- i. Valid driver's license or other state-issued identification;
 - ii. Valid motor vehicle registration;
 - iii. Proof of homestead exemption; or
 - iv. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
- b. For Short Term Rental units that are tenant-occupied, the tenant must provide a notarized primary residence affidavit, and a notarized statement of permission by his/her landlord, both on forms supplied by the City. The tenant must also produce for review one of the following demonstrating residency at the tenant-occupied unit:
- i. Valid driver's license or other state-issued identification;
 - ii. Valid motor vehicle registration; or
 - iii. Other documentation proving primary residence to the satisfaction of the City's Permitting and Inspections Department.
3. The address and tax assessor's chart, block, and lot number of all other short term rentals in the City in which the registrant has an ownership interest;
 4. For short term rental units that are within a condominium or homeowner's association, an attestation that use of the unit as a short term rental is allowed under the relevant documents; and
 5. If the application is for renewal, the number of nights the unit was rented on a short-term basis and the number of nights the unit was rented on a long-term basis in the previous reporting year. For purposes of reporting this

information, November 1 through October 31 is the reporting period for a renewal of January 1.

(d) *Display of Short Term Rental Registration Number Required.*

Once registration is approved by the City, each short term rental shall be given a registration number, which must be displayed in the rental unit and in any and all advertisements for the rental unit.

(e) Upon request by the City, at any time, all registrants and/or agents of short term rental units must provide the City with their registration information, rental history, and upcoming reservation information. Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City within a forty-eight (48) hour period shall be considered a violation under this ordinance.

(f) *Additional Information Required for Covered Units.* A Covered Unit, as defined by Section 6-232 of this Chapter, shall not be considered registered unless and until the registrant has submitted the following additional information:

1. The current monthly*_rent charged at the time of registration;
2. The increase in monthly*_rent (if any) when compared to the previous registration;
3. Whether the increase (if any) is attributable to: (1) the Allowable Increase Percentage and Tax Rate Rent Adjustment, as defined in Section 6-232; or (2) also includes Banked Rent, as defined in Section 6-232;
4. The amount of monthly*_Banked Rent, if any, accumulated since the previous registration;
5. The amount of security deposits or other payments demanded in addition to rent for each Covered Unit; and
6. The number of bedrooms, number of bathrooms, and the presence or absence of a kitchen from each Covered Unit.

(g) *Registration data made available.* The City's Permitting and Inspections Department or its designee is required to make anonymized data from the registration of Covered Units available to the Rent Board at the Board's request. Such data shall not

include ~~the names of tenants or landlords, or street and unit numbers of any reported units.~~²

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. No. 246-97, 4-9-97; Ord. 298-14/15, 7-6-2015; Ord. 69-15/16, 10/5/2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-152. Registration Fees.

(a) *Annual Registration Fee.* Upon initial registration and by January 1st of each year, registrants shall pay the City a registration fee for each rental unit, in the amounts set forth below. A rental unit shall not be considered registered unless and until this fee is paid in full.

(b) *Long Term Rental Registration Fee.* The registrant of a long term rental shall pay fifty dollars (\$50.00) to the City by January 1st of each year. Regardless of any discount a Landlord may be entitled to under subsection (d) below, thirty dollars (\$30) from each registration fee shall be appropriated to Housing Safety Office to cover the administrative expenses of the Rent Board, including the hiring of additional administrative staff if necessary.

(c) *Short Term Rental Registration Fee Structure.* The registrant of a short term rental shall pay the fee specified in the chart below. All fees will be cumulative and will increase based on the number of total units registered by the owner. The fee total will accumulate first by counting any owner occupied, tenant occupied, and/or island rentals first, and then fees will be attributed at the higher rate for any non-owner occupied mainland units.

Owners and tenants may register more than one owner occupied or tenant occupied unit (bedrooms, separate spaces, etc.) within their primary residence.

Owner Occupied Units, Tenant Occupied Units, Island Short Term Rentals	1 st Unit - \$100 2 nd Unit - \$250 3 rd Unit - \$500 4 th Unit - \$1,000 5 th Unit - \$2,000
Non-Owner Occupied Mainland Units	1 st Unit - \$200 2 nd Unit - \$500 3 rd Unit - \$1,000 4 th Unit - \$2,000 5 th Unit - \$4,000

(d) *Registration and Renewal Fee Discounts.* The following discounts shall apply to the registration and renewal fees:

1. \$10 discount for each rental unit within a fully-sprinkled building as verified by a testing report, maintenance report or a maintenance contract, which shall be provided at the time of registration and upon each registration renewal;
2. \$7.50 discount for each rental unit within a building with a centrally-monitored fire alarm as verified by Fire Department logs or an alarm contract, which shall be provided at the time of registration and upon each registration renewal;
3. \$5.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Housing Quality Standard (HQS) inspection within the preceding year as verified by the HQS inspection report, which shall be provided at the time of registration and upon each registration renewal;
4. \$10.00 for a rental unit that has been subject to and has passed a Housing and Urban Development Uniform Physical Condition Standard (UPCS) inspection within the preceding year as verified by the UPCS inspection

report, which shall be provided at the time of registration and upon each registration renewal;

5. \$2.50 for a rental unit that is subject to a signed lease which prohibits smoking by tenants as verified by a copy of the current lease, which shall be provided at the time of registration and upon each registration renewal. The existence of and enforcement of this provision may be verified through an inspections of each rental unit.

The total amount of discounts from the annual registration or renewal fee as described above shall not exceed \$20.00 per unit.

(e) Registrations that are not received by ~~January 15, or within 14 days after entering the rental housing market, whichever is later,~~ shall be subject to a late fee of ~~\$50 per unit, and registrations that are not received by February 15~~ February 1st, or within ~~45~~ 30 days after entering the rental housing market, ~~whichever is later,~~ shall be subject to a late fee ~~of \$200~~ determined by the city council³ per unit.

Registrations shall not be renewed unless and until the registrant pays any applicable late fee. Incomplete or inaccurate registrations may be rejected and subject to all applicable late fees upon resubmission. The Permitting and Inspections Director may waive a late fee upon a showing of both hardship and good cause as to why the renewal was not timely.

(Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018; Ord. No. 244-18/19, 5-30-2019; By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-153. Limitations on Short Term Rental Units.

(a) *Occupancy Limit.* Overnight short term rental guest occupancy in each rental unit will be limited to two (2) guests per bedroom plus no more than two (2) additional guests.

(b) *Limitation on Total Number of Short Term Rentals.* No more than 400 non-owner occupied mainland short term rental units shall be registered in any one calendar year.

A mainland short term rental unit in an owner-occupied multi-unit, where the unit is not the primary residence of the owner,

shall be counted as a non-owner occupied unit.

(c) *Limitations on number of Short Term Rentals an Individual or Entity May Register.* An individual or entity may only register up to five (5) short term rental unit in the City, including owner occupied, non-owner occupied, and island short term rental units, in any one (1) calendar year. For purposes of this section, short term rental units registered by an entity in which the registrant has an ownership interest shall be counted towards this limit.

(d) No individual or entity may register a short term rental in any single family home unless it is owner-occupied; tenant-occupied with permission of the owner; or located on an Island.

(e) The number of short term rental units that may be operated in a multi-unit building are as follows:

Total # of Units in a Building	# of Short Term Rental Units Allowed in a Building	
	Owner Occupied	Non-Owner Occupied
2	1	1
3	2	2
4	3	2
5	4	2
6-9	5	4
10+	5	5

1. Tenant-occupied units, where the tenant is the registrant, shall be counted towards these limits.
2. Owner-occupied units shall be counted towards these limits.

(f) Notwithstanding the requirements of subsections (c) and (e), owners may register up to five (5) owner-occupied units (bedrooms, separate spaces, etc.) within their primary residence. (Ord. No. 443-89, 6-7-89; Ord. No. 53-89, 7-17-89; Ord. 298-14/15, 7-6-2015; Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-154. Allocation of Short Term Rentals.

(a) Non-owner occupied mainland short term rental units, which are limited by section 6-153(b), shall be allocated on a first come, first registered basis. Once the total number of units identified in section 6-153(b) has been reached, a waitlist will be formed to help gauge market demand.

(b) Notwithstanding the limitations in section 6-153, current registrations of short term rentals may be renewed each year upon application and payment of the registration fee, so long as the renewal is complete by January 1 of that year.

1. Failure to renew by January 1 shall result in the forfeiture of the right to renew the registration, and any subsequent application shall be treated as a new application for registration.
2. The renewal date for 2019 only shall be February 1, 2019.

(c) No registration under this Article shall be transferrable or assignable.

(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-155. Violations.

Specific violations of this article, subject to the provisions of section 6-1, include, but are not limited to:

(a) Any person, business entity, or other organization failing to timely register a rental unit, including providing all required information and paying the required registration fee;

(b) Any person, business entity, or other organization failing to timely file any required update to the registration;

(c) Any person, business entity, or other organization failing to acquire and/or display the required short term rental registration number;

(d) Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00;

(e) Any person, business entity, or other organization renting any rental unit that is not registered under this article, or to permitting the occupancy of such premises without registration;

(f) Failure of short term rental unit owners, tenants, and/or their representatives to adequately respond to inquiries by the City pursuant to 6-152(e) within a forty-eight (48) hour period;
(Ord. 179-16/17, 3-27-2017; Order 99-18/19, 11-19-2018)

Sec. 6-156. Enforcement.

(a) The building authority as defined in section 6-1 or his or her designee is authorized to institute or cause to be instituted by and through the office of the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(b) No certificate of occupancy shall be issued for property that is subject to the registration requirements of this article, but is not registered in accordance with this article.

(c) Any short term rental at a property that is designated by the City as a disorderly house and fails to remedy the disorderly house as required by section 6-202, shall, at the discretion of the City Manager or his or her designee, have its registration revoked and be ineligible for registration for a period of twelve (12) months. Any registration after revocation shall be considered a new registration and not a renewal. Upon the second designation of the short term rental property as a disorderly house, the City shall, at the discretion of the City Manager or his or her designee, prohibit the registered owner from operating the property as a short term rental or post the property against occupancy pursuant to section 6-201.

(d) Fines may be attributed to Property Management firms found operating short term rental units in violation of this article. These fines may be in addition to fines levied against owners of property.

(e) Violations of the provisions of this article shall be grounds to deny an application or renewal application for a short term rental registration.

(Ord. 179-16/17, 3-27-2017; Ord. No. 29-17/18, 9-18-2017; Order 99-18/19, 11-19-2018)

Sec. 6-157. Revenue Allocation.

Notwithstanding section 6-1(b), all revenue generated from short term rental registration fees and penalties shall be used to first fund short term rental related administrative costs. Any remaining revenue shall be deposited in the Housing Trust Fund, as defined in Section 14-489.

(Ord. 179-16/17, 3-27-2017)

Sec. 6-158. Reserved.

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ARTICLE XI. TENANT HOUSING RIGHTS

6-219. Purpose.

The purpose of this Article is to address housing insecurity in the City of Portland; to minimize the potential adverse impacts of un-noticed or short-notice rent increases; to educate at-will Tenants of their rights; and to help bring about through fair, orderly and lawful procedures, the opportunity of each person within the City of Portland without regard to, among other things, receipt of public benefits, to rent, enjoy and retain secure housing.

(Ord. No. 76-16/17, 11-21-2016)

6-220. Applicability.

This article shall apply to any and all rental housing units in the City limits of Portland.

(Ord. No. 76-16/17, 11-21-2016)

6-221. Definitions.

Applicant means a prospective tenant for a rental housing unit, who signs or intends to sign a lease or other contractual agreement in relation to the unit.

Discrimination means the unjust or prejudicial treatment of different categories of people, when those categories are protected from discrimination by municipal, state and federal law, including, but not limited to, categories based on race, color, religious creed, sex, sexual preference, national origin, age, physical handicap or mental handicap, and based on receipt of public assistance, as provided in 5 M.R.S. §4581-A and as amended from time to time.

Housing unit means one (1) or more rooms forming a single unit including food preparation, living, sanitary and sleeping facilities used or intended to be used by two (2) or more persons

living in common or by a person living alone.

Landlord means an owner, manager, lessee, sublessee, managing agent or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Rental Application means the written document used by a landlord to determine if an applicant is qualified to become a tenant of a rental housing unit.

Rental Application Fee means any cost, payment, charge or any other kind of expenditure or remuneration, including administrative costs, that an applicant is required to pay in order to have his or her rental application considered by the landlord.

Tenant means an individual, individuals, an entity, entities, a lessee or sub-lessee, or other person having the right to rent any housing unit or rental property or any agent of these individuals or entities. This definition includes a Tenant at will as described in 14 M.R.S. §6002, as amended from time to time.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-222. Discrimination prohibited in sale or rental of housing units.

(a) A Tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A Landlord shall not refuse to rent or impose terms of tenancy on any Tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(Ord. No. 76-16/17, 11-21-2016)

6-223. Notification of rent increases.

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall

give ninety (90) days' written notice of any rent increase to a Tenant.

(Ord. No. 76-16/17, 11-21-2016; By Referendum, 11-8-2022)

6-223.1. Rental applications, generally; application fees prohibited.

(a) Disclosure of Application Criteria. Before accepting a rental application, a landlord must disclose to the applicant, in writing, the criteria on which the application will be judged.

(b) Availability of Units. Landlords shall only advertise rental housing units, receive applications, and screen applicants for rental housing units when such rental housing units are actually available and ready for occupancy or are expected to be available for occupancy within a reasonable time period; provided, however, that an applicant may consent to be screened and placed on a waiting list. For purposes of this Section, a rental housing unit is no longer considered available if a different applicant has been screened by the landlord, has been offered the rental housing unit and accepted it, and has placed a deposit on the rental housing unit. A rental housing unit may be considered available if a tenant of a unit has declared they will not be renewing a lease or have otherwise vacated the property. Landlords shall document the date and time that deposits are placed on rental housing units.

(c) Application Fees. All application fees for rental housing units are prohibited, including, but not limited to, any fees or charges to applicants for the following: national, state and local criminal background checks, credit reports, rental history records and/or reference checks, eviction records and/or employment verification.

(Ord. No. 206-19/20, 8-3-2020; By Referendum, 11-8-2022)

Sec. 6-223.2 Maximum deposit.

Notwithstanding 14 M.R.S. Section 6032, a lease or tenancy at will agreement for a dwelling intended for human habitation may not require a security deposit equivalent to more than the rent for one (1) month.

(By Referendum, 11-8-2022)

6-224. Protection of Tenants.

(a) The ~~Housing and Economic Development~~ Permitting and Inspections* Department or its designee shall create and make available on the City's ~~publically~~ publicly*

accessible web site a plain language document that explains Tenancy at Will and the rights and responsibilities of Tenants and Landlords of rental housing units. That document shall also include a checklist of required notices concerning environmental lead hazards, energy efficiency or radon testing, pursuant to 14 M.R.S. Sections 6030-B, 6030-C, and 6030-D, respectively, as amended from time to time.

(b) The document referenced above shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit and shall be provided again upon any update to the document made by the ~~Housing and Economic Development~~Permitting and Inspections* Department.

(c) An acknowledgement of receipt of the documents described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (1) years and made available for inspection at the request of the City of Portland.

(d) At the time of the annual registration required by Chapter 6, Article VI of the City of Portland Code of Ordinances, all Landlords must certify to the City that they have provided the above-referenced documents to each of their respective Tenants.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 88-20/21, 9-21-2020)

6-225. Reserved.

***Editor's Note**— Pursuant to Council Order 156-23/24, passed on April 8, 2024, Section 6-225, which created a Rental Housing Advisory Committee, was repealed in its entirety.

6-226. Variation by agreement.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage or induce a Tenant to waive any provision hereof or right hereby shall be a violation of this Article. Nothing herein shall be construed to void any term of a lease that offers greater rights than those conferred hereby.

(Ord. No. 76-16/17, 11-21-2016)

6-227. Limitation of liabilities.

(a) Nothing in this Article shall be interpreted to

contravene the general laws of the State of Maine; and

(b) Nothing in this Article shall be construed to create additional liabilities greater than those already existing under law or to create new private causes of action.

(Ord. No. 76-16/17, 11-21-2016)

6-228. Enforcement and remedies.

(a) Any violation of sections 6-223, 6-223.1, 6-224 and 6-225 of this Article may be considered a civil infraction and may be enforced pursuant to the Portland City Code Chapter 1, §1-15.

(b) Any violation of §6-222 of this Article shall be enforced as required by the Maine Human Rights Act, 5 M.R.S. §§4551, et seq.

(Ord. No. 76-16/17, 11-21-2016; Ord. No. 206-19/20, 8-3-2020)

6-229. Severability.

The provisions of this Article are severable. If any of its provisions are held invalid by act of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.

(Ord. No. 76-16/17, 11-21-2016)

ARTICLE XII. RENT CONTROL AND TENANT PROTECTIONS

Sec. 6-230. Purpose.

The purpose of this Article is to address increasing rental costs within the City of Portland; to promote neighborhood and community stability; to protect the City's tenant population; to limit arbitrary evictions; and to stabilize and make more predictable future rent increases, all while remaining in conformance with Maine law, and ensuring that Landlords within the City receive a fair return on investment.

(By Referendum, 11-3-2020)

Sec. 6-231. Applicability.

This Article shall apply to Rental Units in the City limits of Portland, exempting the following:

(a) Rental Units owned, operated, or otherwise managed by municipal housing authorities, as defined in 30-A M.R.S. §4721(1), as amended;

(b) ~~Accommodations Rental Units*~~ provided in a hospital, convent, church, religious facility, residential care facility, assisted living facility⁴ or extended care facility;

(c) Dormitories owned and/or* operated by an institution of higher education, or by Portland Public Schools;

(d) Rental Units within a building containing ~~only two (2), three (3) or four~~ (4) or less* dwelling units, one of which the property owner currently occupies as his or her principal residence;

(e) ~~Accommodations Rental Units*~~ where the amount of rent charged is either controlled or subsidized by a federal, state, or local governmental agency; and

(f) Accessory dwelling units, as defined and understood in Chapter 14 of this Portland City Code.

(g) Registered Short Term Rentals.⁵

(h) A rental unit occupied by a landlord's Qualified Family member as defined in Section 6-232.⁶

~~(f)~~

(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-232. Definitions.

Allowable increase percentage means the standard amount that the rent of a Covered Unit may be raised within the following Calendar Year based on the current rent amount*, unless a Landlord is entitled to additional increases as provided in Sections 6-233 or 6-234 below. The allowable increase percentage shall be determined on September 1 of each year beginning on September 1, 2021, and shall be equal to 70 percent of the change in the Consumer Price Index (CPI-U) for Greater Boston Metro Area for the preceding twelve (12) months, as published in August by the United States Bureau of Labor Statistics or its designee. For the purposes of this ordinance, the Rent Board shall presume that the Allowable increase percentage is sufficient to allow a reasonably prudent landlord who received a fair return on investment prior to the enactment of this ordinance to continue to maintain a fair net operating income that increases over time at a just and reasonable rate, yielding a fair return on investment under the normal course of doing business.

Base rent means the initial amount of rent that a Landlord

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charged for a Covered Unit prior to the increases allowed under this ordinance, as more specifically defined in Section 6-233 of this Article. For the purposes of the ordinance, the Rent Board shall presume that the Base Rent was sufficient to have provided the Landlord a fair return on investment prior to the enactment of this ordinance.

Banked rent means ~~the Base Rent for a Covered Unit, plus~~* any increase in rent to which the Landlord was entitled under

Sections 6-233 and 6-234 below, but that was not yet applied to the rent charged to a Tenant.

Constructed means a Rental Unit that has received its final certificate of occupancy from the City's Permitting and Inspections Department, or its designee.

Covered unit means a Rental Unit within the City of Portland that does not fall within a category exempted from this Article by Section 6-231.

Current covered unit means a Covered Unit that is occupied by a Tenant on January 1, 2021.

Discontinued covered unit means a Covered Unit that is not occupied ~~on January 1, 2021 and has not been registered with the City of Portland under Section 6-151 of this Chapter as a rental unit for a minimum of two (2) years or is covered by an exemption under section 6-231 for a minimum of two (2) years.~~⁷

Fair return on investment 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. For the purposes of this ordinance, a Fair return on investment must be calculated using Maintenance of Net Operating Income methodology, as that term is used in other jurisdictions with similar ordinances, that presumes 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. The Rent Board may adopt rules or regulations to ensure the fair and consistent application of such methodology.

Housing Services means services that are included in a prior rental agreement or arrangement, including but not limited to, heat, utilities, laundry facilities, parking and storage.⁸

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Landlord means an owner, manager, managing agent, sublessor, or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities.

Major renovation or reconfiguration means one or more capital investments or improvements where the total cost of construction or improvement attributable to the Rental unit

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involved exceeds 20% of the property value, prior to improvement,
of the Rental unit involved, as determined by the city's tax
assessor.

*New Tenancy means a person or persons entering into an
agreement to occupy a Rental Unit for the first time, including the
addition or successor tenant to an existing rental agreement prior
to its expiration or termination.*⁹

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Qualified family member means a spouse, parent, grandparent, brother, sister, child or grandchild related by blood, marriage, or adoption.

Rent means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in consideration with, the use or occupancy of rental units and housing services. Such consideration includes, but is not limited to, monies and fair value of goods and services rendered to or for the benefit of the Landlord under the Rental Agreement, or in exchange for a Rental Unit, or housing services of any kind.

Rent board means the set of appointed individuals responsible for the administration of this Article, in accordance with the terms set forth below.

Rent stabilization allowances means collectively the Allowable Increase Percentage and any additional rent increase exemptions approved by the Rent Board under Section 6-234 of this Article.

Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.

Rental agreement means a contract between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

Rental unit means any dwelling unit that is rented or otherwise made available for rent for residential use or occupancy, together with all additional rights, privileges, or services connected with use or occupancy of such a unit, including but not limited to vehicle parking spaces, storage, and commons areas and/or recreational facilities held out for use by the Tenant.

Rental year means a period of twelve (12) consecutive months beginning on January 1, 2021, or the date on which a Covered Unit enters the rental housing market, whichever is earlier.

Tenancy means the right or entitlement of a Tenant to use or occupy a rental unit.

Tenant-Based Rental Assistance means any and all forms of tenant-based rental assistance and vouchers, including but not limited to:

- (a) Tenant-based rental assistance through the Section 8 Housing Choice Voucher Program, 42 U.S.C § 1437f (o);
- (b) Tenant-based rental assistance through the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C § 12701 et seq.;
- (c) Tenant-based rental assistance under the HOD-Veterans Affairs Supportive Housing (HUD-VASH), authorized by § 8 (o) (19) of the United States Housing Act of 1937, 42 U.S.C. § 1437f (o) (19);
- (d) Tenant-based rental assistance through the Shelter Plus Care Program authorized by title IV, subtitle F, of the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11403-11407b, as amended;
- (e) Tenant-based rental assistance through the Supportive Housing Program authorized by title IV, subtitle F, of the Stewart B McKinney Homeless Assistance Act, 42 U.S.C. §§ 11381-11389, as amended;
- (f) Tenant-based rental assistance through the Section 8 Disaster Voucher Program (DVP);
- (g) Tenant-based rental assistance through the Housing Opportunities for Persons with AIDS (HOPWA) Program, 42 U.S.C. § 12901 -12912 as amended;
- (h) Tenant-based rental assistance through the Community Block Grant Program, 42 U.S.C. § 5301 et seq. as amended;
- (i) Tenant-based rental assistance through the Continuum of Care Program authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11381-11389;
- (j) Tenant-based rental assistance through the Rural Development Voucher Program authorized through § 542 of the Housing Act of 1949, as amended. See 78 Fed. Reg. 49374 (Aug. 14, 2013) (proposed rule);

- (k) Tenant-based rental assistance through the Maine Bridging Rental Assistance Program, authorized by M.R.S. Title 34-B § 3011;
- (l) Tenant-based rental assistance through the Maine State Housing Authority Home To Stay Program, M.R.S. Title 30-A § 4771;
- (m) Tenant-based rental assistance through the Maine State Housing Authority Stability Through Engagement Program, M.R.S. Title 30-A § 4771;
- (n) Tenant-based rental assistance through the City of Portland's Tennant Based Rental Assistance Program, M.R.S. Title 30-A § 4771;
- (o) Tenant-based rental assistance through the City of Portland's General Assistance Program, authorized by M.R.S. Title 22 § 4301 et seq.; and
- (p) Such other Tenant-based rental assistance or rental vouchers or rental coupons as may be authorized under any federal, state, or local program.

Tenants Union means any group, organization, committee, collective, association or entity, whether incorporated or unincorporated, 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 this Chapter.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-233. Establishment of base rent.

(a) *Base Rent for Current Covered Units.* Beginning on January 1, 2021, each Covered Unit shall be registered with the City in accordance with Section 6-151. Such registration must include proof of the rent charged by the Landlord for each Covered Unit as of June 1, 2020 (i.e., through presentation of a valid Rental Agreement, rent payment receipt, or other acceptable means within the opinion of the City). This amount shall be the Base Rent for purposes of the Rent Stabilization Ordinance, except as otherwise provided within this section..

(b) *Base rent for Discontinued Covered Units.*

- (i) If a Covered Unit was not required to be registered with the City as of April 1, 2021, but is required to be registered with the City after such date, the Base Rent shall be the amount of Rent charged 120 days prior to the date when the Covered Unit became required to be registered, or if no Rent was charged at such time, the first Rent charged by the Landlord any time thereafter. The Base Rent for any new Covered Unit entering the rental housing market for the first time shall be the Rent charged to the first Tenant, as set by the Landlord.
- (ii) If a Covered Unit ~~was required to be registered with the City as of April 1, 2021, but~~ is removed from the rental housing market or becomes exempt under section 6-231*, the Base Rent for such a Covered Unit upon reentry to the rental housing market shall be the Banked Rent, as measured from the time the Covered Unit was removed from the rental housing market.
- (iii) If a Covered Unit ~~was required to be registered with the City as of January 1, 2021, but~~ is subsequently removed from the rental housing market or becomes exempt under section 6-231* for a period of at least sixty (60) months, the Base Rent for such a Covered Unit shall be the Rent charged to the first Tenant upon reentry into the rental housing market, as set by the Landlord.

(c) *Base rent following major renovation or reconfiguration of Covered Units.* Upon a major renovation or reconfiguration of a Covered Unit, the Landlord may charge no more than the Banked Rent for that unit, or may apply to the Rent Board for determination of the appropriate increased Base Rent. When determining the appropriate increased Base Rent, the Rent Board may consider factors including the increase in floor area, the addition or upgrade of amenities, the amount necessary to ensure a fair return on investment, and any other factor determined relevant in the opinion of the Rent Board; the Rent Board may consider any amount of Banked Rent accrued for that unit, but after determining the appropriate Base Rent, all previously accrued Banked Rent shall be forfeited..

(d) *Base rent following consolidation of Covered Units.* When two (2) or more Covered Units are consolidated to create a single

Covered Unit, the Base Rent for the resulting Covered Unit shall be equal to the Banked Rent of the larger of the two previously-existing Covered Units, increased by a percentage equal to the increase in square footage of the new Covered Unit.
(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-234. Rent increase limitations.

(a) Beginning on September 1, 2021, and occurring no later than September 1 of each subsequent year, the ~~Housing Safety Office~~Permitting and Inspections Department* shall establish and publish the Allowable Increase Percentage for the following calendar year, and shall announce and explain the methodology for calculating the Allowable Increase Percentage at the first meeting of the Rent Board following such publication. The Rent Board shall hear public comment after such announcement.

(b) A Landlord may not increase the rent charged for a Covered Unit within twelve (12) months following a previous Rent increase. After twelve (12) months, the Landlord may only increase the rent charged for a Covered Unit by an amount that conforms to the following specifications:

1. ~~Annual Allowable~~* Increase Percentage. Unless a Landlord qualifies for an additional increase as further described below, rent for a Covered Unit may not be increased by more than the Allowable Increase Percentage.
2. New Tenancy. A landlord may increase the rent on a Covered Unit by five percent (5%) ~~of the base rent~~¹⁰ 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 ~~or terminated for cause as defined in~~ section 6-236 (a) (1)¹¹. This increase may be applied at most once per twelve (12) months, regardless of the number of new tenancies. The ~~Housing Safety Office~~Permitting and Inspections Department* shall investigate any report that the Tenancy was not terminated voluntarily by the Tenant, or that the Tenant was coerced or unreasonably influenced by the Landlord to terminate the Tenancy. Any tenancy in which the property owner served the tenant with a notice to quit or summons and complaint for forcible entry and detainer shall not be deemed to be a situation in which the previous tenant voluntarily terminated the tenancy.

3. *Banked Rent.* If the Landlord has banked additional rent increases, in accordance with Section 6-235 below, this banked amount, in whole or in part, may be added to the increases permitted by subsections (i) and (ii) above.
4. *Additional Rent Board Approved Increases necessary to ensure a fair return on investment.* In addition to the above rent adjustments, upon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment.

To calculate what amount is necessary to ensure a fair return on investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.

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

The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment. Such documentation shall include, but is not limited to: historical net operating income, revenue and expenses; the costs and expenses requiring Rent board approval of an additional increase; and what portion of shared costs and expenses can be fairly attributed to each individual covered unit.

(c) Except when a landlord reestablishes base rent pursuant to section 6-233, 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.

(d) Before increasing the rent of a Covered Unit, a Landlord must send a ~~signed~~¹² document to the Tenant(s) no fewer than ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void. The landlord shall keep a copy of all increase notices for a period of three (3) years and make them available for inspection upon request by the city.¹³

(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~~Permitting and Inspections Department*. The ~~Housing Safety office~~Permitting and Inspections Department* 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~~at the next available regularly scheduled meeting* 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. An increase determined by the Board to be more than is allowed by this Article shall be considered a violation and the Board may determine the appropriate penalty for any such violation in a manner consistent with the provisions of this Code. Multiple tenants collectively alleging the same or similar violations against a single Landlord, including but not limited to a Tenants Union or members of or participants in a Tenants Union, may file their complaints or appeals collectively as a single document, and the Rent Board shall hear all such

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matters together as a single complaint or appeal; but
notwithstanding such consolidated hearing the Rent Board may
elect to issue separate decisions.

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.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-235. Process of banking rent increases.

If a Landlord chooses to not impose any rent increases to which they are entitled pursuant to Section 6-234 above, these increases may be banked, in whole or in part, with the annual registration required under Section 6-151. Banked increases may be used to raise the rent of Covered Units in subsequent years in addition to Rent Stabilization Allowances, subject to the limitations in Section 6-234, including that no single increase of such rent shall exceed ten (10) percent.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 235.1. Alternative calculation of maximum allowable rent.

At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.

(By Referendum, 11-8-2022)

Sec. 6-236. Termination of Tenancies.

(a) In order to be terminated by a Landlord, all tenancies must be terminated by providing a minimum of 90 days' written notice to Tenant except as provided below:

1. "For Cause" tenancies terminable on 7 days' notice pursuant to 14 M.R.S. § 6002(1) may be terminated in accordance with Section 6002(1);
2. Short-term rentals with a term of fewer than 30 days' are exempt from the 90-day notice period outlined herein;
3. Where a Landlord provides the amount of one month's rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of sixty (60) to eighty-nine (89) days;

4. Where a Landlord provides the amount of two months' rent as reimbursement to Tenant for the inconvenience of termination, tenancies may be terminated by notice to the Tenant of thirty (30) to fifty-nine (59) days.

(b) Reimbursement amounts outlined under subsections (a) above are lump-sum amounts payable in a single installment for the collective benefit of all tenants of a unit. Tenants are responsible for allocating the reimbursement amount among themselves. Reimbursements must be paid to the tenant(s) no later than sixty (60) days after the termination of the tenancy.¹⁴

~~(b)~~

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-237. Discrimination prohibited in sale or rental of housing units.

(a) A tenant shall have the right to secure a rental housing unit without being refused that right on the basis of discrimination because of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status, pursuant to 5 M.R.S. Section 4581-A, et. seq., as amended from time to time.

(b) A landlord shall not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as a recipient as described in 5 M.R.S. §4581-A(4), as amended from time to time.

(c) It shall be prohibited for a landlord to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any tenant because of the tenant's source of income or because of the requirements of any program providing the source of income;

(d) It shall be prohibited for or a landlord to refuse to participate in or comply with any federal, state, or local requirements of a tenant-based rental assistance program, including, but not limited to the following:

1. Refusing to allow inspections of a dwelling by the public housing authority or other entity administering a tenant-based rental assistance program.

2. Refusing to make reasonable repairs necessary for the dwelling to meet the housing quality standards of the tenant-based rental assistance program; such repairs will be considered reasonable if they do not substantially alter or change the housing unit or do not require repairs substantially different from those that would be required to bring the rental unit into compliance with the Maine Warranty of Habitability Act or local building or housing codes applicable for new construction.
3. Refusing to complete any necessary paperwork, including but not limited to such documents as the Request for Tenancy Approval form, the Housing Assistance Payments Contract, and the Tenancy Addendum or applicable General Assistance forms; and
4. Refusing to provide information required by the public housing authority or other entity administering the source of income or tenant-based rental assistance program.

(e) It shall be prohibited for a Landlord to refuse to rent or negotiate for the rental of, otherwise make unavailable or deny, a dwelling to a Tenant, retaliate against, or otherwise discriminate against a Tenant because the Tenant, or a Tenants Union on behalf of the Tenant, has complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance, or because the Tenant is a member of or participates in a Tenants Union. There is rebuttable presumption that any of the above-referenced* adverse actions by the Landlord, including but not limited to forcible entry and detainer, was commenced in retaliation against the Tenant if, within six months prior to the commencement of the adverse action the Tenant, or a Tenants Union on behalf of the Tenant, complained or initiated a complaint or appeal to assert the Tenant's rights or interests under this Ordinance.
(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-238. Notice of ordinance to tenants.

(a) The ~~Planning Department~~Permitting and Inspections Department* or its designee shall create and make available on the City's publicly accessible web site a plain language document that explains the rights, responsibilities, and protections created by this Ordinance.

(b) The document referenced above shall be provided by Landlords to all Tenants in Covered Units at the commencement of the rental of the Covered Unit and shall be provided again upon any update to the document made by the City.

(c) An acknowledgement of receipt of the document described above must be signed by all Tenants, and a copy of the acknowledgement kept on file by the Landlord for at least three (3) years and made available for inspection at the request of the City of Portland.

(d) Landlords of buildings shall post a copy of the document referenced above in at least one (1) conspicuous common area within the building housing the Covered Units.¹⁵
(By Referendum, 11-3-2020)

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Sec. 6-239. Non-waiver of rights.

No provision of, or right conferred by, this Article may be waived by a Tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a Tenant to waive any provision hereof, or right hereby, shall be a violation of this Article. Nothing herein shall be construed to void any term of a Rental Agreement that offers greater rights than those conferred hereby.
(By Referendum, 11-3-2020)

Sec. 6-240. Enforcement and remedies.

(a) The city shall have the right to request and inspect any documents available to the landlord which contain rental data or other information in order to determine compliance with this Article. A landlord's failure to respond or refusal to provide data within thirty (30) days of a written request by the city shall be deemed a violation of this Article.

(b) When a violation is found to exist within the meaning of this Article, the Building Authority or their designee shall give the landlord a written notice and order to correct which shall set forth the violation and shall contain the time limit for correction thereof.

(c) When it is determined that, within the previous three (3) years from the date of inspection, a past or present tenant of a unit has paid rent payments which exceed the amount of rent permitted under this article, the Permitting and Inspections Department shall impose the following fines on the current landlord of the unit, based on the amount of the overpayment:¹⁶

Commented [AM2]: Consider a reasonable time limit for these?

<u>Amount of Rent Overpayment Per Unit</u>	<u>Fine Amount Per Unit</u>
<u>\$0.01-\$499.99</u>	<u>\$100.00</u>
<u>\$500.00-\$999.99</u>	<u>\$150.00</u>
<u>\$1,000.00-\$2,499.99</u>	<u>\$200.00</u>
<u>\$2,500.00-\$4,999.99</u>	<u>\$500.00</u>
<u>\$5,000.00-\$9,999.99</u>	<u>\$1,000.00</u>
<u>> \$10,000.00</u>	<u>\$2,000.00</u>

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(d) In addition to the fines set forth in section 6-240 (c), the current landlord must reimburse all amounts determined to have been paid by a tenant which exceed the amount of rent permitted under this article to the tenant(s) who paid the overage. Unless otherwise agreed upon by the tenant, payment under this section shall be made in a lump-sum amount, payable in a single installment, for the collective benefit of the tenant(s) of a rental unit during the tenancy when the overage was paid. Reimbursement under this section must be made no later than sixty (60) days after the city provides written notice to the landlord.

(e) In addition to the fines set forth in section 6-240 (c),* any violation of this Article is considered a civil infraction; all such violations, including any penalty determined to be appropriate by the Rent Board, shall be enforced pursuant to the Portland City Code Chapter 1, §1-15. Violations of this Article, including enforcement of penalties for all such violations, shall be given the highest enforcement priority by the City.

(f) The building authority as defined in section 6-1 or their designee is authorized to institute or cause to be instituted by and through the office of the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.*

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

Sec. 6-241. Limitation of Liabilities

(a) Nothing in this Article shall be interpreted to contravene the general laws of the State of Maine.

(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

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Sec. 6-242. Severability.

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6-103

The provisions of this Article are severable. If any of its provisions are held invalid by act of a court of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.

(By Referendum, 11-3-2020)

Sec. 6-243. Tenants Unions.

(a) Any Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, with prior consent of the tenants,¹⁷ under this Chapter in any complaint, appeal, or other proceeding brought before the Housing Safety Office Permitting and Inspections Department*, the Rent Board, or the Superior Court in an appeal from any final decision under this Chapter in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(b) The Housing Safety Office Permitting and Inspections Department* shall create a registration form and accept the registration of Tenants Unions representing Tenants with rights and interests under this Chapter. Such registration shall include the name, telephone number, and e-mail address of a principal contact for the Tenants Union. The Housing Safety Office Permitting and Inspections Department* shall maintain and publish a list of Tenants Unions registered under this section, including contact information, for use by Tenants wishing to join or contact a Tenants Union. Nothing in this Section shall be construed to require a Tenants Union to register with the City. The City shall be prohibited from requesting, collecting, maintaining or publishing the names of individual Tenant members of any Tenants Union.
(By Referendum, 11-8-2022)

Sec. 6-244. Appeals

An aggrieved party may appeal from a decision of the Building Authority or their designee made pursuant to this article to the Rent Board within thirty (30) days from the date of the decision.¹⁸

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Sec. 6-245 - Sec. 6-249. Reserved.

ARTICLE XIII. RENT BOARD

Sec. 6-250. Creation; composition.

There shall be a Rent Board of seven (7) members. Members of

City of Portland
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the Rent Board shall be residents of the city and shall not be officers or employees of the city or any of its agencies or departments.

Two (2) members shall be appointed to fill at-large seats, and may reside in any part of the city. The remaining five (5) members shall be comprised of one member from each of the five (5) city council districts with the highest concentration of Rental Units. Should the location of said city council districts

be changed, the districts of Rent Board members shall change to mirror such changes.

The City shall take reasonable steps, but is not required, to appoint to the Rent Board with no more than three (3) landlords and at least three (3) tenants.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-251. Appointment; terms.

The members of the Rent Board shall be appointed by the ~~Mayer~~City Council*, subject to the approval of the City Council for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Such terms shall be staggered so that the terms of not more than three (3) members shall expire in any calendar year.
(By Referendum, 11-3-2020 By Referendum, 11-8-2022)

Sec. 6-252. Vacancies.

Permanent vacancies on the Rent Board shall be filled by the City Council, in the same manner as other appointments hereunder, for the unexpired term of the former member.
(By Referendum, 11-3-2020)

Sec. 6-253. Removal of members.

Any member of the Rent Board may be removed for cause by the City Council at any time; provided, however, that before any such removal, such member shall be given an opportunity to be heard in his or her own defense at a public hearing.
(By Referendum, 11-3-2020)

Sec. 6-254. Compensation.

Members of the Rent Board shall serve without compensation.
(By Referendum, 11-3-2020)

Sec. 6-255. Chair and vice-chair.

(a) The members of the Rent Board shall annually elect one (1) of their number as chair to preside at all meetings and hearings and to fulfill the customary functions of that office, and another of their number as vice-chair. The chair may administer oaths. The chair shall have the right, upon request, to designate any person or organization as a specially interested

party for purposes of offering evidence and conducting cross-examination at hearings.

(b) In the absence of the chair, the vice-chair shall act as chair and shall have all the powers of the chair. The vice-chair shall have such other powers and duties as may from time to time be provided by the rules of the Rent Board.

(By Referendum, 11-3-2020)

Sec. 6-256. Staff secretary; minutes, public records.

The ~~Housing Safety Office~~Permitting and Inspections Office* shall designate a member of its staff to serve as staff secretary of the Rent Board and attend all its proceedings. The staff secretary shall keep the minutes of the proceedings of the Board, showing the vote of each member on every question, or his or her absence or failure to vote, and shall maintain the permanent records and decisions of all board meetings, hearings and proceedings, and all correspondence of the board, as required by statute. Such records shall be public records open to inspection during working hours upon reasonable notice.

(By Referendum, 11-3-2020)

Sec. 6-257. Quorum and necessary vote.

As to any matter requiring a hearing, no business shall be transacted by the Rent Board without a quorum, consisting of four (4) members being present. The concurring vote of at least four (4) members shall be necessary to authorize any action by the Board. If less than a quorum is present, the hearing may be adjourned from time to time for a period not exceeding three (3) weeks at any one time. The staff secretary shall notify in writing all members of the date of the adjourned hearing and shall notify such other interested parties as may be directed in the vote of adjournment.

(By Referendum, 11-3-2020)

Sec. 6-258. Meetings, hearings, and procedures.

(a) Regular meetings of the Rent Board shall be held at the call of the chair or as provided by the rules of the board. Special meetings shall be called by the chair at the request of any three (3) members of the Board or at the request of the city council. All meetings and hearings of the board shall be open to the public.

(b) The Rent Board shall adopt its own rules of procedure for the conduct of its business not inconsistent with the statutes of the state and this article. Such rules shall be filed with the staff secretary and with the city clerk. Any rule so adopted which relates solely to the conduct of hearings, and which is not required by the statutes of the state or by this article, may be waived by the board upon good cause being shown.
(By Referendum, 11-3-2020)

Sec. 6-259. Public hearings.

Public hearings shall be held as required by the various statutes, codes, and ordinances pursuant to which matters are brought before the Rent Board and shall be conducted in accordance with relevant state law, this code, and the rules of the board.
(By Referendum, 11-3-2020)

Sec. 6-260. Record and decisions.

(a) The minutes of the staff secretary, and the transcript if one (1) is made, and all exhibits, papers, applications, and requests filed in any proceeding before the Rent Board, and the decision of the Board shall constitute the records.

(b) Every final decision of the Rent Board shall include written findings of fact, and shall specify the reason or reasons for such decision.

(c) The staff secretary shall mail notice of any decision of the Rent Board to the applicant and any designated interested parties within five (5) days of such decision.
(By Referendum, 11-3-2020)

Sec. 6-261. Conflicts.

No member of the Rent Board shall participate in the hearing or disposition of any matter in which they have an interest, as defined by 30-A M.R.S.A. § 2604(4), as amended.
(By Referendum, 11-3-2020)

Sec. 6-262. Appeals to Superior Court.

An appeal from any final decision of the Rent Board as to any matter over which it has final authority may be taken by any party or by any authorized officer or agent of the City to the

Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.
(By Referendum, 11-3-2020)

Sec. 6-263. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other ordinances of the City and in accordance therewith, the Rent Board shall have the following jurisdiction and authority:

(a) To hear, review, and approve or deny Landlord applications for rent increases greater than the Allowable Increase Percentage, as provided for in Section 6-234 above;

(b) To hear, review, and approve or deny Landlord applications for increases in Base Rent due to the major renovation or reconfiguration of existing Covered Units, as provided for in Section 6-234 above;

(c) To hear, ~~review, and grant or deny complaints or~~ appeals from ~~Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling~~ decisions made by the Permitting and Inspections Department within the scope of the Rent Stabilization Ordinance, ~~or allegations violations of Maine statute regarding the habitability of residential units;~~ such appeals shall be heard and decided de novo. Appeals of decisions of the Permitting and Inspections Department shall be filed with the Rent Board no later than thirty (30) days after the date of the decision;¹⁹

(d) To hear, review, and approve or deny any requests from Landlords for an extension of time in which to reinstate Tenants temporarily displaced due to the Landlord's performance of necessary capital improvements to the Covered Unit and/or the building in which said unit is housed;

~~(e) To mediate any dispute arising between Landlords and Tenants where both parties request such mediation by submitting the landlord/tenant mediation form, as maintained and edited by the Housing Safety Office, signed by both Landlord and Tenant; all parties to such mediation must agree and shall be required to mediate in good faith; such authority to mediate disputes shall not be construed to limit the Rent Board's authority to hear, review or decide any tenant complaint or appeal without the consent of the Landlord; the Board may appoint one or more of its members, in lieu of the full Board, to mediate disputes on a rotating basis, and such mediation may be conducted outside of a public hearing, and a quorum of the Rent Board shall not be~~

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~~required for such mediation;~~²⁰

6-107

~~(f)~~(e) To* determine, in a manner consistent with the provisions of this Code, what penalties are appropriate for violations of the provisions of the Rent Stabilization Ordinance that are determined by the Rent Board;

Commented [AM6]: If we add a comprehensive fine schedule, consider deleting.

~~(g)~~(f) To prepare and recommend to the City Council changes and amendments to the City's Rent Stabilization Ordinance;

~~(h)~~(g) To prepare an annual report on the state of the City's rental unit availability, which shall be presented to the City Council as part of a regularly-scheduled public hearing. This report shall include a summary of rents within each of the five

(5) council districts. ~~Such reporting may or may not be done in conjunction with similar reporting required of the City's Rental Housing Advisory Committee, as established by this Chapter;*~~

~~(i)~~ (h) To adopt or amend, subject to approval by the City Council, such rules and regulations as are necessary to implement, or to allow for the efficient and consistent application of, the provisions of the Rent Stabilization Ordinance, including but not limited to rules and regulations governing the proceedings of the Rent Board's hearing of Landlord applications or of Tenant complaints or appeals and rules and regulations providing standard procedures and methodology for calculating the amount of rent necessary to allow the Maintenance of Net Operating Income and yield a Fair Return on Investment under various circumstances; the Board may adopt, ~~subject to approval by the City Council~~²¹, rules and regulations, including methodology, allowing the ~~Housing Safety Office~~ Permitting and Inspections Office^{*}, or a hearing officer to review Landlord applications and to complete standard calculations in order to provide for or facilitate an expeditious process and efficient consideration by the Rent Board; ~~Rules and Regulations adopted pursuant to this authority, and any amendments thereto, shall become effective only when approved by the City Council, and shall be kept on file in the Housing Safety Office;~~

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~~(j) To initiate changes and amendments to the city's Rent Stabilization Ordinance.*~~

Commented [AM7]: This exists in Section 6-263 (g)

~~(i) To hear complaints from tenants, individually or collectively, made pursuant to section 6-237.~~²²
(By Referendum, 11-3-2020; By Referendum, 11-8-2022)

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

Date of Hearing

October 8, 2025

Owner Name and Address

Forty Nine, LLC
82 Hanover St
Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

89 Spruce St, Units 1-12

CBL

056-D-010-001

Tenants/Interested Parties

Yes

Type of Request

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

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

Date of Hearing

October 8, 2025

Owner Name and Address

Forty Nine, LLC
82 Hanover St
Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

105 Forest Ave, Units 001-007

CBL

036-H-001-001

Tenants/Interested Parties

Yes

Type of Request

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

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

Date of Hearing

October 8, 2025

Owner Name and Address

Forty Nine, LLC
82 Hanover St
Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

139 William St, Units 1-8

CBL

081-A-013-001

Tenants/Interested Parties

Yes

Type of Request

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

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

Date of Hearing

October 8, 2025

Owner Name and Address

Forty Nine, LLC
82 Hanover St
Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

202 Dartmouth St, Units 1-10, 12 & 14

CBL

081-A-010-001

Tenants/Interested Parties

Yes

Type of Request

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

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

Date of Hearing

October 8, 2025

Owner Name and Address

SPAR Inc.

82 Hanover St

Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

72 Park Ave, Units 1-12

CBL

048-B-008-001

Tenants/Interested Parties

Yes

Type of Request

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



Dylan Orr <dorr@portlandmaine.gov>

Written Public Comment

1 message

Dustin Pillow <dustinpillow@gmail.com>
To: rentboard@portlandmaine.gov

Tue, Oct 7, 2025 at 9:22 AM

Re: Rent Increase application for 72 Park Ave submitted by SPAR Inc.

Dear Rent Board,

I have been a resident of 72 Park Ave for nearly 3 years. I challenge the notion that rent needs increased because of increased property management service costs.

- Maintenance and general repairs need to be averaged over the course of years. Unplanned maintenance costs vary year to year, so using a year with high repair costs is unfair representation of actual annual maintenance costs. Work to the building that I am aware of was related to specific storm damage, so should not be ongoing year after year.
- I have witnessed little to nothing in the way of preventative and ongoing maintenance to the building and grounds. Nothing has been communicated to residents that the rent increase will provide new or enhanced services. We can expect more of the same, which is hardly anything.
- Basic property management services are lacking. During the winter we often do not have hot water, and even in the warm months will sometimes have issues getting hot water. Our circuit breaker trips several times per year using standard household appliances.
- SPAR Inc is using this as a tactic to appease their investors' profits by taking it directly from the paychecks of hardworking Portlanders with limited housing options. This is clearly an example of landlords taking advantage of tenants.

If we felt the property management services were adequate or were planned to be increased/enhanced, this rent increase may be warranted. However, given our experience, this is not a warranted example for rent increase.

Thank you,

--

Dusty Pillow

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

Date of Hearing

October 8, 2025

Owner Name and Address

SPAR Inc.

82 Hanover St

Portland, ME 04101

Landlord’s Representative and Address

Caleb Normandeau, 82 Hanover St, Portland, ME 04101

Property Address

157 Grant St, Units 1-26

CBL

053-B-024-001

Tenants/Interested Parties

Yes

Type of Request

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



Dylan Orr <dorr@portlandmaine.gov>

Written Public Comment - Rent Increase Application SPAR Inc. 157 Grant Street

1 message

Emily Landrum <emilyclandrum@gmail.com>
To: rentboard@portlandmaine.gov

Tue, Oct 7, 2025 at 11:38 AM

Good morning,

The property value at 157 Grant Street decreased significantly after this year's city inspection. The building has fallen into disarray while SPAR Inc. seeks to increase rent even further for the tenants. This proposed rent increase is a shameless cash grab by a large corporation who owns the majority of the rental properties in this city and expects that their monopoly will intimidate the city into not pushing back.

Please do not subject the residents of Portland who live in this building to an even higher rent hike for a building that does not have the upkeep and amenities to match.

Kind regards,

Emily Landrum



To: City of Portland Rent Board
From: Licensing and Housing Safety Office
Re: Application/Appeal Backlog as of October 8, 2025

The list below details the applications/appeals currently pending in front of the Rent Board;

Tabled from September 24, 2025 regular meeting

- 56 Federal St - MNOI - Public Comment
- 489 Cumberland Ave - MNOI - Public Comment
- 218 Ocean Ave - MNOI - Public Comment
- 168-180 Woodford St - MNOI - Completeness Review
- 23 Saunders St - MNOI - Public Comment
- 118 Providence St - MNOI - Completeness Review

New Business

- 42 Prospect St - MNOI - Completeness Review (cut from September meeting due to full agenda)
- 8 Massachusetts Ave - MNOI - Completeness Review
- 33 State St - Tenant Rights Complaint
- 193 York St, Unit 2 - Tenant Rights Complaint

Previous Ordinance Applications

- 14-16 applications among 10-12 ownership entities

Thank you,

City of Portland
Business Licensing & Housing Safety Office

Remaining Previous Ordinance Rent Increase Applications

Batch 1 (Scheduled for 10/8/2025)

Forty Nine, LLC

1. 89 Spruce
2. 105 Forest
3. 139 William
4. 202 Dartmouth

SPAR, Inc

1. 72 Park
2. 157-159 Grant

Batch 2

Spring Street West Corp.

1. 204-206 Spring
2. 268-288 State

Woodford Highland LLC

1. 125 Grant
2. 129 Grant
3. 133 Grant

Batch 3

West Company LLC

1. 78 Danforth
2. 137 Neal

Individually Owned

1. 638 Congress St
2. 341 Cumberland Ave
3. 46 Market St

Batch 4

Individually Owned

1. 439 Congress St
2. 90 Pine St
3. 131 Sherman St
4. 132 Marginal Way

Unknown

1. 117 Preble St
2. 667 Congress St