



**RENT BOARD**  
**December 2, 2025**  
**5:30 PM**

**ZOOM INFORMATION:**

**Join from PC, Mac, iPad, or Android:**

**<https://portlandmaine-gov.zoom.us/j/84372568426?pwd=1kop1un4d4mg0zOhQ8XLWXUd8CNEla.1>**

**Passcode:085082**

**Phone one-tap:**

**+13092053325,,84372568426#,,,,\*085082# US**

**+13126266799,,84372568426#,,,,\*085082# US (Chicago)**

**Join via audio:**

**+1 309 205 3325 US**

**+1 312 626 6799 US (Chicago)**

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**+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: 843 7256 8426**

**Passcode: 085082**

**International numbers available: <https://portlandmaine-gov.zoom.us/j/84372568426?pwd=1kop1un4d4mg0zOhQ8XLWXUd8CNEla.1>**

**II. ROLL CALL:**

**III. APPROVAL OF MINUTES**

- a. October 22, 2025 Minutes
- b. November 12, 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"*

**33 State St Rent Increase Appeal Scheduling Request**

**V. UNFINISHED BUSINESS:**

- a. Rent Increase Application  
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
- b. Rent Increase Application  
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

**VI. New Business**

- a. Rent Increase Appeal - Public Comment  
Appellant: Portland Tenant's Union  
Address: 33 State St, all units

Property Owner: Atanas Dinkov  
CBL: 044-B-016-001

- b. Tenant Rights Appeal - Public Comment  
Appellant: Shelley Swift  
Address: 193 York St, Unit 2  
Property Owner: 193 York Street LLC  
CBL: 044-C-004-001

**VII. Adjourn**

## **Remote Rent Board Meeting Minutes - Held Via Zoom**

Wednesday, October 22, 2025

### **II. Roll Call - 0:00:39**

Matthew Lax, Tenant, District 1 - Chair  
Matthew Walker, Tenant, District 2  
Christopher "Buddy" Moore, Tenant, District 3 - ABSENT  
Rebecca Bolduc, Homeowner, District 4  
Vacant, District 5  
Anne-Laure Razat, Tenant, At-Large - ABSENT  
Kristen Carreras, Landlord, At-Large - ABSENT

#### Staff present:

Dylan Orr, Rental Registration Coordinator  
Benjamin Plante, Esq., Counsel for the Rent Board

0:01:15 - Chair Lax explains that the Board does not have enough members present to establish a quorum. Pursuant to Article VIII., Section 2 of the Rent Board Rules of Procedure, all agenda items are tabled due to lack of quorum.

### **III. Approval of Minutes - See 0:01:15**

- a. September 24, 2025 Minutes**
- b. October 8, 2025 Minutes**

### **IV. Communications**

#### **a. Reschedule Regular November Meeting**

0:03:11 - Matthew Lax moves to reschedule the regular November meeting to November 19, 2025 at 5:00 PM. Seconded by Rebecca Bolduc. (3-0; Moore, Razat & Carreras absent). The motion passes.

### **V. Unfinished Business - See 0:01:15**

- a. Approval of Written Findings of Fact & Conclusions of Law - See 0:01:15**
- b. Rent Increase Application - Public Comment - See 0:01:15**
  - Owner: 56&58 Federal LLC, 104 East St, Carlisle, MA 01741**
  - Address: 58 Federal St, Unit 58-2**
  - CBL: 020-D-009-001**

- c. Rent Increase Application - Public Comment - See 0:01:15**  
**Owner: Dennis Fuller, 3946 Easton Terr, Sarasota, FL 34238-2617**  
**Representative: Troy Hanna, 394 Meadow Rd, Durham, ME 04222**  
**Address: 489 Cumberland Ave, all 4 units**  
**CBL: 048-F-023-001**
- d. Rent Increase Application - Public Comment - See 0:01:15**  
**Owner: The Fredricka 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**
- e. Rent Increase Application - Completeness Review - See 0:01:15**  
**Owner: Woodford Arms, Inc., PO Box 10563, Portland, ME 04104**  
**Address: 168-180 Woodford St, all 18 units**  
**CBL: 124-J-014-001 & 124-J-012-001**
- f. Rent Increase Application - Public Comment - See 0:01:15**  
**Owner: Saunders Street Apartments LLC, 51 Belfield Rd, Cape Elizabeth, ME 04107**  
**Representative: Willard Bollenbach and Randi Bollenbach, 51 Belfield Rd, Cape Elizabeth, ME 04107**  
**Address: 23 Saunders St, all 5 units**  
**CBL: 130-G-014-001**
- g. Rent Increase Application - Completeness Review - See 0:01:15**  
**Owner: RSAA Properties LLC, PO Box 9, Greenwood, ME 04255**  
**Address: 118 Providence St, Unit 120**  
**CBL: 425-I-010-001**
- h. Rent Increase Application - See 0:01:15**  
**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**
- i. Rent Increase Application - See 0:01:15**  
**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**

## **VI. Adjourn**

0:04:50 - Matthew Lax moves to adjourn the meeting. Seconded by Rebecca Bolduc. (3-0; Moore, Razat & Carreras absent). The motion passes.

## **Remote Rent Board Meeting Minutes - Held Via Zoom**

Wednesday, November 12, 2025

### **II. Roll Call - 0:00:52**

Matthew Lax, Tenant, District 1 - Chair  
Matthew Walker, Tenant, District 2  
Christopher "Buddy" Moore, Tenant, District 3  
Rebecca Bolduc, Homeowner, District 4  
Vacant, District 5  
Anne-Laure Razat, Tenant, At-Large  
Kristen Carreras, Landlord, At-Large

#### Staff present:

Dylan Orr, Rental Registration Coordinator  
Benjamin Plante, Esq., Counsel for the Rent Board

### **III. Approval of Minutes - 0:01:25**

- a. September 24, 2025 Minutes**
- b. October 8, 2025 Minutes**

0:01:41 - Anne-Laurie Razat moves to approve minutes. Seconded by Krisen Carreras. (6-0).  
The motion passes.

### **IV. Communications - 0:02:23**

- a. 33 State St Tenant Rights Complaint - Scheduling Request - 0:02:31**

### **V. Unfinished Business**

- a. Approval of Written Findings of Fact & Conclusions of Law - 0:10:32**

0:23:43 - Matthew Walker moves to approve 135 Sheridan Unit 102. Seconded by Anne-Laure Razat. (6-0). The motion passes.

0:25:30 - Krisen Carreras moves to approve 89 Spruce Street, 104 Forest Ave, 139 William Street, and 202 Dartmouth Street. Seconded by Anne-Laure Razat. (6-0). The motion passes.

**b. Rent Increase Application - Public Comment - 0:26:50**

**Owner: 56 & 58 Federal LLC, 104 East St, Carlisle, MA 01741**

**Property Address: 58 Federal St, Unit 58-2**

**CBL: 020-D-009-001**

0:32:10 - The property owner presents the application.

0:49:14 - Anne-Laure Razat moves to close public comment. Seconded by Kristen Carreras. (6-0). The motion passes.

1:05:40 - Matthew Walker moves to reject the adjustment of Base Year and CPI adjustment. Seconded by Christopher "Buddy" Moore. (5-1; Carreras votes no). The motion passes.

1:38:04 - Matthew Lax moves to approve an increase in the amount of \$54.75. Seconded by Kristen Carreras.

1:41:33 - Matthe Lax amends the previous motion to the amount of \$46.41. Seconded by Kristen Carreras. (4-2; Walker and Moore vote no). The motion passes.

**c. Rent Increase Application - Public Comment - 1:43:26**

**Owner: Dennis Fuller, 3946 Easton Terr, Sarasota, FL 34238-2617**

**Representative: Troy Hanna, 394 Meadow Rd, Durham, ME 04222**

**Property Address: 489 Cumberland Ave, all 4 units**

**CBL: 048-F-023-001**

1:44:43 - A representative for the property, Troy Hanna, presents the application.

2:08:01 - Christopher "Buddy" Moore moves to close public comment. Seconded by Kristen Carreras. (6-0). The motion passes.

2:19:01 - Matthew Walker moves to approve application for rent increase in an amount to be determined. Seconded by Matthew Lax.

2:35:20 - Matthew Walker moves to adjust the capital improvement for the Base Year and the Current Year to use the 8.7% interest and amortize 5 years for appliances and 10 years for plumbing, resulting in Base Year 2019 at \$2,968.83 and Current Year 2024 at \$13,644.15 Seconded by Mattew Lax. (6-0). The motion passes.

2:42:43 - Rebecca Bolduc moves to disallow the amount stated in Section 13 for owner performed labor as it does not meet the criteria set forth in the form. Seconded by Christopher "Buddy" Moore. (4-2; Carreras & Lax vote no). The motion passes.

2:47:40 - Matthew Walker moves for \$44,400 to be the Base Year rent based on registered amounts from 2020 rather than \$46,250. Seconded by Anne-Laure Razat. (6-0). The motion passes.

2:56:50 - Kristen Carreras moves to keep the Professional Association Membership fee. Seconded by Matthew Lax. (1-5; Lax, Walker, Moore, Razat, & Bolduc vote no). The motion fails.

3:02:05 - Anne-Laure Razat moves to remove Professional Association Membership fee. Seconded by Matthew Walker. (5-1, Carreras votes no). The motion passes.

3:04:40 - Matthew Walker moves to include line item 10-1, \$90 for background and credit check. Seconded by Christopher "Buddy" Moore. (5-1; Matthew Lax no). The motion passes.

3:20:02 - Matthew Walker moves, based on the NOI form, to approve an increase rent of \$393.46 in each of these 4 units, and that amount should be reduced by whatever banked rent is currently available. Seconded by Matthew Lax. (6-0). The motion passes.

3:29:45 - Anne-Laure Razat moves to, based on the approved \$393.46 NOI for each unit and the current banked rents for each unit, increase the banked rent for each unit as follows: Unit 1: \$393.16, Unit 2: \$388.76, Unit 3: \$320.11, Unit 4: \$304.89. Seconded by Matthew Walker. (6-0). The motion passes.

3:32:05 Matthew Lax moves to approve the rental application for the amount that has been determined. (6-0). The motion passes.

3:34:00 through 3:39:00 - The Board takes a recess.

**d. Rent Increase Application - Public Comment - 3:39:28**

**Owner: The Fredricka Kapothanasis Testamentary Trust, 27 Running Brook Rd, Westbrook, ME 04092**

**Representative: Kevin A. King, PO Box 695, Westbrook, ME 04098-0695**

**Property Address: 218 Ocean Ave, Units 218, 220 & 222**

**CBL: 140-B-015-001**

3:40:19 - The representatives present the application.

4:06:40 - Matthew Walker moves to close the public comment. Seconded by Christopher "Buddy" Moore. (6-0). The motion passes.

4:07:35 - Matthew Walker moves to approve a rent increase amount to be determined. Seconded by Matthew Lax.

4:20:30 - Matthew Walker moves that the application qualifies for major renovation and that the adjustment to the Base Year rent is unnecessary. Seconded by Kristen Carreras (6-0). The motion passes.

4:37:27 - Matthew Lax moves to strike expense worksheet Section 8 line items 3, 5, 6, and 7. Seconded by Rebecca Bolduc. (6-0). The motion passes.

4:42:38 - Matthew Walker moves to adjust the basement repairs from the current year to the base year and adjust the number from \$200,000 to \$107,735. Seconded by Kristen Carreras. (6-0). The motion passes.

4:55:11 - Matthew Walker withdraws his motion from 4:07:35 to approve the rent increase application for the property.

4:56:07 - Anne-Laure Razat moves in pursuant to Section 6-233(c) to approve the Base Rent adjustment to \$1,846.92 for each of the three units. Seconded by Matthew Lax. (6-0). The motion passes.

5:12:49 - Matthew Lax moves that the increase is contingent on the applicant presenting evidence of payment of the costs that have already been incurred. Seconded by Anne-Laure Razat. (6-0). The motion passes.

5:16:13 - Matthew Walker moves that Board reserves the right to adjust the final Base Rent adjustment if the landlord's remaining anticipated construction costs are less than or exceeds \$13,500. Seconded by Matthew Lax. (6-0). The motion passes.

**e. Rent Increase Application - Completeness Review - See 5:25:39**

**Owner: Woodford Arms, Inc., PO Box 10563, Portland, ME 04104**

**Address: 168-180 Woodford St, all 18 units**

**CBL: 124-J-014-001 & 124-J-012-001**

**f. Rent Increase Application - Public Comment - See 5:25:39**

**Owner: Saunders Street Apartments LLC, 51 Belfield Rd, Cape Elizabeth, ME 04107**

**Representative: Willard Bollenbach and Randi Bollenbach, 51 Belfield Rd, Cape Elizabeth, ME 04107**

**Address: 23 Saunders St, all 5 units**

**CBL: 130-G-014-001**

**g. Rent Increase Application - Completeness Review - See 5:25:39**

**Owner: RSAA Properties LLC, PO Box 9, Greenwood, ME 04255**

**Address: 118 Providence St, Units 188 & 120**

**CBL: 425-I-010-001**

**h. Rent Increase Application - See 5:25:39**

**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**

- i. Rent Increase Application - See 5:25:39**
  - 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**

## **VII. Adjourn**

5:25:39 Anne-Laure Razat moves to adjourn. Seconded by Kristen Carreras. (6-0). The motion passes. Pursuant to Article VII, Section 3 of the Rent Board's Rules of Procedure, all remaining agenda items are tabled to the next regular meeting.



Dylan Orr <dorr@portlandmaine.gov>

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## Rent Board Public Hearing - 33 State St Rent Increase Appeal

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**Portland Tenants Union** <info@portlandtenantsunion.org>  
To: Dylan Orr <dorr@portlandmaine.gov>, rentboard@portlandmaine.gov

Sun, Nov 30, 2025 at 7:33 PM

Mr. Orr,

We would like to formally request that the appeal for 33 State Street on December 2nd be moved to the top of the agenda, if possible. We have at least one tenant from the building who works the night shift, who will not be able to testify past 6:30pm.

Thanks for your consideration and for passing our request on to the Chair and members prior to the meeting.

PTU Steering Committee

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

**City of Portland – Housing Safety Division**

**LANDLORD APPLICATION FOR RENT INCREASE SUMMARY**

**Date of Hearing**

October 8, 2025 - Tabled to October 22, 2025 - Tabled to November 12, 2025 - Tabled to December 2, 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 & CBL**

72 Park Ave, Units 1-12 - CBL: 048-B-008-001  
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))

**City of Portland – Housing Safety Division**

**LANDLORD APPLICATION FOR RENT INCREASE SUMMARY**

**Date of Hearing**

October 8, 2025 - Tabled to October 22, 2025 - Tabled to November 12, 2025 - Tabled to December 2, 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 & CBL**

72 Park Ave, Units 1-12 - CBL: 048-B-008-001  
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))

**City of Portland – Licensing & Housing Safety Division**  
**TENANT RIGHTS COMPLAINT**

**Date of Hearing:**

December 2, 2025

**Appellant:**

Portland Tenants Union

**Owner Name and Address:**

Atanas Dinkov

33 State St

Portland, ME 04101

**Property Address and Unit:**

33 State St

**CBL:**

044-B-016-001



## Portland Tenants Union

info@portlandtenantsunion.org

September 25, 2025

City of Portland Rent Board

Mr. Mathew Lax

Via email: [rentboard@portlandmaine.gov](mailto:rentboard@portlandmaine.gov) [dorr@portlandmaine.gov](mailto:dorr@portlandmaine.gov)

Dear Mr. Lax,

Pursuant to the standing granted to tenant unions under section 6-243(a) of the city code, we submit this appeal under 6-263(c) contesting the City's amended ruling in Code Case: RCD2500009 regarding 33 State Street.

We submitted a complaint to the City of Portland on May 8, 2025 asserting the rights of all tenants residing at 33 State Street since 2024, when Atanas Dinkov first purchased the property. While the city initially ruled in our favor and rescinded Mr. Dinkov's owner-occupied exemption, they amended their ruling a month later to grant the exemption after Mr. Dinkov provided circumstantial and irrelevant evidence claiming he had been living somewhere in his building while it was fully occupied by leased tenants for the bulk of 2024 and into 2025.

**To be clear, and as our evidence and testimony will show, Mr. Dinkov has not resided anywhere in the building over the past year and, according to the law, even if he had slept on a mattress next to the water heater and oil storage tanks in a boarded up basement room below the first floor tenants for six months, his residency would not meet either the letter or the intent of the rent control law.**

According to the law, as defined by Section 6-231(d), a building with fewer than five units is exempt from rent control if one of the said units is currently occupied by the owner as their primary residence. Primary residence is defined in Section 6-150.1 as, "... 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."

The definition of "rental unit" in Sec 6-232 states, "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..."

**In short, there are only three units in this property available for rent, as per the city assessor's office and the housing inspection department, and all three of those units were occupied within three months of Mr. Dinkov purchasing the property, and all three were fully leased and occupied for the subsequent year.**

The only units, by law, Mr. Dinkov could have lived in to be granted the owner-occupied exemption, were fully occupied by tenants for a year within three months of Mr. Dinkov

purchasing the property. There is simply no way he could have met the requirement for said exemption.

### **Our complaint and backup documentation.**

Based on reviewing CSS data and documents related to present tenancies at said property, we believe the violations of the rent control ordinance at this property include:

1. Mr. Dinkov falsely claimed an owner-occupied exemption, as 33 State was not Mr. Dinkov's principal residence when he registered it as such, nor was it during the entirety of the tenancies in this complaint, in violation of 6-231(d).
  - a. Mr. Dinkov first purchased the property on January 5, 2024 (see [exhibit 1](#)) and all three of the units were occupied by tenants by April 1, 2024 (see leases for all three units respectively: [exhibit 2](#), [exhibit 3](#), and [exhibit 4](#)), making it impossible for him to claim this as his principal residence.
  - b. Included are five signed and notarized affidavits from all five tenants occupying all three units, stating, under penalty of perjury, that Mr. Dinkov never lived at the property, that they never saw him sleep at the building, that they only saw him at the property when he was doing work renovating the basement, and, indeed, that he told all of them he was a renter in Ogunquit (see [exhibit 5](#), [exhibit 6](#), [exhibit 7](#), [exhibit 8](#), [exhibit 9](#))
  - c. Also included is video and photographic evidence showing the basement being torn apart in November of 2024, during the period Mr. Dinkov appears to be claiming he lived in the basement ([exhibit 10](#)).
  - d. Additionally, Venmo transactions show him making home rent payments to property owner Ms. Donna Lewis in Ogunquit during the period of January, 2024 to March of 2024 (and the rest of the year), adding to the evidence that he resided elsewhere (see [exhibit 11](#)). In fact, the Venmo payments actually use the emoji for rent.
2. Mr. Dinkov illegally raised rents on all three units in the building in violation of Sec. 6-234.
  - a. Because 33 State Street was not owner-occupied, Mr. Dinkov was not allowed to raise rents in the building between tenancies by more than 10%. The [registration of the units for 2023](#), when the building was owned by the previous landlord, shows the prior rents of the units to be \$1,225, \$1,175, and \$1,125 respectively. Mr. Dinkov raised the rent the following amounts:
    - i. **Unit 1: 59.1% - From \$1,225 to \$1,950, as seen in [exhibit 2](#)**
    - ii. **Unit 2: 61.7% - From \$1,175 to \$1,900, as seen in [exhibit 3](#)**
    - iii. **Unit 3: 86.7% - From \$1,125 to \$2,100, as seen in [exhibit 4](#)**
3. Mr. Dinkov failed to provide 1 month's rent as reimbursement for the inconvenience of terminating tenant leases in units 1 and 2 between 60 and 90 days, In violation of section 6-236(a)3.

- a. Mr. Dinkov notified the tenants of unit 1 and 2 that their tenancies would not be renewed and that they must vacate the units with less than 90-day notice (see [exhibit 12](#) and [exhibit 13](#)), with no compensation provided as is required by law.

### **Mr. Dinkov's "evidence"**

Because there is no way, according to the law, for Mr. Dinkov to have actually lived in the building to earn the right to an owner occupied exemption, we are reluctant to discuss any of the circumstantial evidence he submitted attempting to claim he lived in an illegal dwelling in the basement. However, in case he still wants to argue that he spent 180+ days and nights in this windowless room, we will address a few of his more specious submissions.

### **Parking Tickets:**

Mr. Dinkov provided three parking tickets showing his car was parked in front of his building, two of which were in the middle of the night (see [exhibit 14](#)) as evidence he lived there. It should not need to be said, but by any means of legal analysis, having a picture of one's car outside of a building does not provide any meaningful context about whether that building is one's primary residence.

That said, even if this did suggest he lived in the building, in reality, two of the parking tickets do not even cover the period in question. One was before the building was fully occupied by tenants (February 6, 2024) and the second was after the tenants left (May 20, 2025). The only one covering the period in question, from August 22, 2024, was issued at 5:49 pm according to the city of Portland parking division, a time when even the tenants testified he was sometimes present demolishing the basement.

### **Car Registration:**

Mr. Dinkov provided his car registration, which claims his legal address as "33 State Street, Apt. 1." First of all, apartment one was occupied, as evidenced by the lease we submitted. Second, this registration covers from August 1, 2024-July 31, 2025 (see [exhibit 15](#)). He claimed the owner occupied exemption back in February of 2024, when, according to the city of Portland, his car was not registered in Portland (see [exhibit 15](#)). When we called the State DMV, they confirmed the car was not registered in Portland prior to August 1, 2024. We'd suggest you ask for the registration of his car for the year covering February, 2024 when he claimed he lived in the building.

### **Note from neighboring landlord:**

Mr. Dinkov provided a note from the owner of the property next door (31 State St.) claiming that in August, 2024, Mr. Dinkov told him that he could no longer share the laundry room with 31 State Street. The reason was that Mr. Dinkov claimed to be moving into the basement at that time. However, we know this claim to be false because the laundry room remained in use by the tenants of 33 and 31 State Street until November 11, 2024 when Mr. Dinkov informed his tenants that it would no longer be safe to enter the basement due to his "improving the heating system" (see [exhibit 16](#)). Again, this bolsters our claim he did not live in the building when he registered it as owner-occupied and that his "evidence" is false.

### **Text from upstairs tenant:**

Mr. Dinkov provided a text from the tenants in Unit 1, just above the area he claimed to live. In the text he quotes the tenants as saying, "It feels like there is very little separation between us and anything going on in the basement. This morning you woke us up at 7:30am." (see [exhibit 17](#)). However, when you read the full text, you see it was from November 2 and clearly talks about hammering and power tools, which makes sense since he was renovating the basement by this time. As the tenants state in their affidavit, the disturbance on this occasion was caused by Mr. Dinkov entering the basement with a contractor below their bedroom early in the morning. The tenants in unit 1 never sent any messages complaining about noise from the basement prior, because no one was living there.

### **Appraisals claiming a "finished basement":**

Mr. Dinkov provided partial documentation from three appraisals of the property. Two from November, 2023, before he purchased the property and one from October, 2024, after he had owned it for 10 months. Although we do not have the full appraisals, and hence do not know what he is refusing to share, none of the appraisals describe a dwelling unit in the basement. In fact, the appraisal from 2024 describes only a laundry room as finished, and it awards the value of that space at only \$12 per square foot, vs \$55 per square foot for the livable spaces. The second appraisal shows three pictures of the basement, none which show a livable space (they show the laundry room, the meters, and the water heater). And the first says that while the basement is "finished" it says, "most of the finishings are old and/or damaged" and recommended that they be removed.

Beyond this, there is no evidence whatsoever that insinuates the boarded up room in the basement of 33 State St. meets the robust minimum habitability standards for a "dwelling unit" outlined in Chapter 6 of the City Code, even if all of these other falsehoods were hypothetically true. From what we can tell, there wasn't even a toilet.

We could go on and on...

### **In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

1. Revoke Mr. Dinkov's primary residence exemption from rent control for 2024.
2. Repeal all rent increases imposed by Mr. Dinkov in 2024 and restore rents back to the last compliant rent (\$1,225, \$1,175, and \$1,125 for units 1, 2, & 3, respectively).
3. Require Mr. Dinkov to fully refund tenants the amounts they were overcharged over the course of their leases, which, by our account, looks to be at least \$725 per month for Units 1 & 2, and \$975 per month for Unit 3.
4. Ensure that the tenants of Unit 1 and Unit 2 are each given one month's rent (at the illegally high price that they were paying) as compensation for being given less than 90-days notice to vacate the unit.

5. Due to the egregious nature of these violations, impose fines on Mr. Dinkov similar to recent rent board levies: \$100 per month per unit for illegal rent increases collected (\$3,600) and \$100 per violation for inadequate notice compensation (\$300). Plus, \$1,000 for his filing false information in regard to owner-occupancy, in violation of Section 6-150.1.
6. Additionally, we request \$100 per instance for not providing the tenant rights document (as outlined in the amended NOV), \$100 for not posting the tenant rights document (as outlined in the amended NOV). The landlord was not fined for either of these.

Thank you for your immediate attention to this matter. We are happy to answer any questions about this complaint and provide additional backup documentation regarding any and all the matters discussed in this letter.

We request that all communications regarding this complaint be sent to the union in response to our complaint and all documents pertaining to this investigation be made public upon completion.

Portland Tenants Union Steering Committee

MAINE REAL ESTATE TAX-Paid

DLN: 1002440261338

WARRANTY DEED

Eric H. Gay and Heather Gay of Falmouth, Cumberland County, Maine, for consideration paid, grant(s) to Atanas Dimitrov Dinkov of Wells, York County, Maine (whose mailing address is PO Box 1453, Wells, ME 04090) with Warranty Covenants, the following described real estate:

See "Exhibit A" Attached

For grantors' source of title, reference may be had to a deed from CBPC Holdings LLC to the grantor(s) herein, dated October 19, 2018, recorded in Cumberland Registry of Deeds, Book 35230, Page 147.

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

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

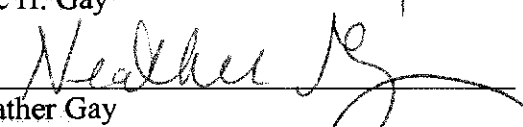
Witness my/our hand(s) and seal(s) this 5<sup>TH</sup> day of JANUARY, 2024.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_



Eric H. Gay



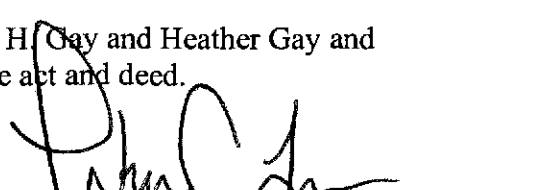
Heather Gay

STATE OF MAINE  
CUMBERLAND, ss

JANUARY 5, 2024

Then personally appeared the above-named Eric H. Gay and Heather Gay and acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public/Justice of the Peace  
Commission Expiration: NA

File No.: 2023-6084

PATRICK C. LEVER  
STATE OF MAINE  
ATTORNEY AT LAW  
MAINE BAR NO. 005104


File No: 2023-6084

### **“Exhibit A”**

A certain lot or parcel of land, together with any buildings or improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine, on the easterly side of State Street and bounded and described as follows:

Beginning at a point or stake on said side of State Street, standing about twenty-nine (29) feet from the westerly corner of land formerly of Nathaniel Parker; thence in a northeasterly direction through the middle of the brick partition wall which separates the lower tenement from the one next above and adjoining ninety-five (95) feet, more or less, to the rear line of the lot and to the line of a fence there standing in the year 1847 upon said line; thence in a northwesterly direction on the land of said fence parallel with said State Street, twenty-one (21) feet, more or less, to a stake directly opposite of the middle of the brick partition wall separating the upper from the middle tenement; thence in a southwesterly direction through said last mentioned wall in the middle of the same ninety-five (95) feet, more or less, to the line of said State Street; thence southeasterly on the line of said State Street, twenty-one (21) feet, more or less, to the point of stake begun at. Also that portion of the front entry in the basement story which is north of the partition wall between above and the house formerly of Ambrose Curtis which entry belongs wholly to the middle tenement and the land under the same, which is hereby conveyed. Also a right of passageway at the end of the house or tenement formerly owned by Ambrose Curtis ten (10) feet wide to the aforegranted lot. Said premises conveyed subject to permit and agreement made by Winnifred M. Dalton and John D. Lary dated December 6, 1919 and recorded in the Cumberland County Registry of Deeds in Book 1038, Page 261, by which said John D. Lary is given the right to obstruct said right of way. Also conveying hereby the right of passage in, over, and upon land of said John D. Lary to Winnifred M. Dalton by said permit and agreement dated December 6, 1919.

LEASE CONTRACT  
UNIT 1, 33 STATE STREET PORTLAND ME 04101  
LEASE BEGINS April 1, 2024  
LEASE EXPIRES March 31, 2025

Between  herein after referred to as the LESSEES and the OWNER: Atanas Dinkov 33 state street unit 1, Portland ME 04101, e-mail: addinkov@yahoo.com

The unit will be occupied by no more than two (2) persons. No more than two (2) vehicles are allowed. ABSOLUTELY NO SMOKING AND NO PETS. List full names and ages of each adult and minor occupant, including above LESSEES:



List vehicle to be operated and parked on the property by LESSEES and/or other occupant (s):

1. 

Year	Make/Model	Color	Plate#	State
------	------------	-------	--------	-------

The initial term of the lease shall commence on the 1st day of April, 2024 .This contract will be automatically renewed on a month-to month basis unless written notice of termination is given by either party at least 60 DAYS BEFORE THE END OF THE ABOVE LEASE TERM; verbal notice is insufficient. Failure to give the 60-day written move-out notice will subject LESSEES to liability for future rentals, cost of re letting, and other damages and charges to which the owner is entitled. If occupancy is delayed because of construction or prior resident's holding over, OWNER shall not be liable to LESSEES for such delay, and the contract shall remain in force subject to the following conditions: 1) Rentals shall be abated on a daily basis during delay, and 2) LESSEE may terminate by giving notice in writing to owner no later than the third (3<sup>rd</sup>) day of delay, whereupon, LESSEES shall be entitled only to refund of deposit (s) and any rentals paid. LESSEES above rights of abatement or termination shall not apply to cleaning repair delays which so not prevent occupancy by resident.

  
Initial

3.LESSEES will pay \$1,950 \_ per month rental, payable in advance and without demand to: Atanas Dinkov.

**ON OR BEFORE THE 1ST DAY OF EACH MONTH, without a grace period. Rent paid after such date shall be deemed as late and delinquent; and, if all rent is not paid on or before the SIXTEENTH (16<sup>th</sup> ) OF THE MONTH, LESSEES agrees to pay a late charge of 4% of the amount due for one month. The above rental figure is for an unfurnished unit. LESSEES rights to possession and all of OWNER'S obligations**

hereunder are expressly contingent on the prompt payment of rent, and the use of the premises by the LESSEES are obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant; all monies received by the OWNER may at anytime require that all rent and other sums be paid in either Cash, Money Order, Cashier's Check or Certified Check.



Initial

4. The OWNER will pay for the following utilities: Hot Water, Sewer, Gas Heat and Electricity\*\*\*

Utilities shall be used for normal household purposes, and not wasted. \*\* EXCEPTING UNSEASONABLY HOT OR COLD WEATHER, HEATING WILL BE SHUT OFF ANNUALLY FROM JUNE 15TH TO SEPTEMBER 15TH. LESEES will pay Cable Television, Internet and any other telecommunication utilities as well as City of Portland trash bags.



Initial

5. If LESSEES own a WATERBED or FISH TANK, she/he will be responsible for any and all damages which might result from use of same. An insurance policy indicating specific coverage for water bed damages is required.



Initial

6. LESSEES agree that Security deposit shall be the total sum of \$ 1,950 , and shall be payable on or before signing of this contract. Refunds shall be made in accordance with this contract which includes the attached SECURITY DEPOSIT AGREEMENT.



Initial

7. Upon moving out, LESSEES agree to surrender the Unit in the same condition as when received, reasonable wear excepted. LESSEES have inspected, and accepts the Unit, fixtures as is except for conditions materially affecting health or safety of ordinary persons. OWNER makes no implied warranties. A MOVE-IN INVENTORY & CONDITION FORM will be provided to LESSEES upon move-in. Within forty-eight hours thereafter, LESSEES shall use same to report defects or damages to OWNER'S representative; otherwise, everything will be deemed to be in clean and good condition and repair. LESSEES accept the premises subject to, and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. LESSEES shall use reasonable diligence in care of the Unit. LESSEES may not make any alterations of OWNER'S property or fixtures without prior written consent of OWNER; no holes shall be put in the walls, ceilings, woodwork, floors, or floor covering; no antenna installations, or additional phone or TV cable outlets.

\*\*\*Under no circumstances shall locks be changed, or additional locks be installed except by OWNER'S prior WRITTEN PERMISSION. A copy of all key(s) for any changed or additional lock (s) MUST BE SUBMITTED to the OWNER. Failure to obtain prior written permission from the OWNER, or to provide the OWNER with key (s) can result

in fines which will be charged to the LESSEES, and a demand for the return of all locks to their original status at the LESSEES expense.\*\*\*



Initial

8. LESSEES, his/her guests, and other occupants shall comply with all written Rules and Regulations, which shall be considered part of this contract. OWNER may make reasonable rule changes, if in writing, and distributed to all residents. LESSEES agrees that the conduct of LESSEES, guests, and other occupants shall never be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons in the Complex. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress and egress. The Unit and all other areas which are reserved for LESSEES private use shall be kept reasonably clean and sanitary by LESSEES. Garbage shall be disposed of only in appropriate receptacles. OWNER may regulate, limit or prohibit from the Unit, the following: motorcycles, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, deliverymen, solicitors, and/or guests who in the OWNER'S reasonable judgment have been disturbing the peace, disturbing other residents, or violating the Rules and Regulations. All written rules in this contract, or in a separate instrument may be enforced through OWNER'S representatives or agents, and LESSEE shall hold OWNER harmless for reasonable enforcement.



Initial

9. OWNER will not be liable for any damages or losses to persons or property caused by other residents or persons; theft, burglary, assault, vandalism, or other crimes. OWNER shall not be liable for personal injury, or for damage to, or loss of LESSEES personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosion, interruption of utilities, or acts of God unless same is due to negligence of OWNER. OWNER strongly recommends that LESSEES secure Tenant's Insurance to protect against all of the above occurrences. Owner shall have no duty to furnish alarms, security guards, or additional locks and latches. If OWNER'S employees are requested to render services not contemplated in this contract, such employee shall be deemed the agent of the OWNER regardless of payment thereto; and LESSEES agree to hold OWNER harmless from any liability regarding same.



Initial

10. LESSEES agrees to request all repairs and services in writing to OWNER except in an extreme emergency when telephone calls will be accepted. OWNER shall have the right to temporarily turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption; and in case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, LESSEES shall notify OWNER immediately. OWNER shall act with due diligence in making repairs, and the lease shall continue, and rent shall not abate during such periods. If damage to the premises are substantial in the reasonable judgment of the OWNER, OWNER may terminate this contract within a reasonable time by giving written notice to

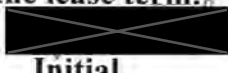
LESSEES. If lease is so terminated, rent shall be prorated and the balance refunded along with all deposit (s), less lawful deductions.

  
Initial

11. Lessees will not permit anyone's pet, even temporarily, anywhere in the Unit or Building. The presence of a pet without OWNER'S written permission will subject LESSEES to the charges, damages, and eviction provisions herein. **\*\*ABSOLUTELY NO PETS ARE PERMITTED AT THE PROPERTY**

  
Initial

12. Subletting, assignment, or securing a replacement will be allowed only upon prior written permission of OWNER. In such event, LESSEES shall remain liable hereunder but shall receive credit for all rental paid by succeeding LESSEES during the lease term.

  
Initial

13. LESSEE shall reimburse OWNER promptly for any loss, property damage, or cost of repairs or service caused in Unit or Building Complex by negligence or improper use by LESSEES, guests, or other occupants. OWNER'S obligations for plumbing, doors, windows, screens are limited and waived to the following extent: 1) Any damage to doors, windows, or screens shall be paid for by LESSEE unless due to negligence of OWNER, and 2) During occupancy, LESSEES shall be responsible for all plumbing stoppage in lines exclusively serving Resident (s) Unit, and for damages from windows or doors left open. Reimbursement is due upon demand. OWNER'S failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due by LESSEES shall not be deemed a waiver; and OWNER may demand same at any time, including move-out. OWNER may require advance payment of repairs for which LESSEES are liable.

  
Initial

14. If LESSEES, guests, or other occupant is present, then repairmen, servicemen, or OWNER'S representative may enter the Unit during reasonable times for reasonable business purposes. If no one is present in the Unit, written notice of such entry shall be left in the Unit immediately thereafter, and such entry shall be limited to entry at reasonable times, by duplicate or master key, for the following purposes: repairs, extermination, preventative maintenance, failure to return tools or appliances, emergency safety or fire inspections, avoiding property damage, preventing waste of utilities paid for by OWNER, exercising Landlord' s Lien, leaving notices, retrieving property owned or leased by a former resident, showing Unit to prospective residents (after move-out or vacate notice has been given), or showing Unit to building inspectors, fire marshalls, mortgage lenders, appraisers, prospective purchases, or insurance agents.

  
Initial

15. OWNER agrees to 1) Keep common areas of the Building Complex in a reasonably clean condition; 2) Properly maintain fixtures, hot water heater, heating, 3) Remain in substantial compliance with applicable State and Local Laws regarding safety and sanitation; and 4) Make all reasonable repairs, subject to LESSEES obligation to pay for damages caused by LESSEES, guests, or other occupants. If OWNER violates the foregoing, LESSEES may terminate this lease only when the following procedures are followed: a) LESSEES shall make written request for repair or remedy of the condition, and all rents must be current at such time; b) After receipt of such request, OWNER shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities.



Initial

16. If LESSEES fail to pay rent or other lawful charges when due, including reimbursement for damages, repairs, or plumbing service costs; or if LESSEES, guests, or other occupants violate the covenants of conditions of this contract or OWNER'S rules and regulations or applicable State and Local Laws; or if LESSEES abandons the unit, then OWNER'S representative may ( with or without demand performance ) terminate LESSEES rights of occupancy and possession by giving LESSEES SEVEN (7) days written notice to vacate. Notice shall be by personal delivery to LESSEE'S unit. If LESSEES is not in Unit at time served, then it may be left at the Unit. Such termination does not release LESSEES from liability for future rentals under the contract. After OWNER files eviction suit, OWNER may still accept rent or other sums due; and shall not waive or diminish OWNER'S right of property damages, past or future rent, or other sums due. OWNER may report unpaid rentals or unpaid damages to the local credit bureau for permanent record in LESSEES credit file.

If, in violation hereof, LESEES or his agent gives notice of intent to move out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out, or removes property from the Unit in contemplation of moving therefrom prior to the end of the contract term or renewal or extension period, or if LESSEES is evicted by court order, then all monthly rentals which are payable during the remainder of the contract term or renewal or extension period shall be accelerated without notice or demand and shall be immediately due and delinquent (similar to acceleration upon default of a home mortgage payment). Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease. If LESSEES move out without rent being paid in full for the entire contract term or renewal or extension period, OWNER shall use diligence to re let and LESSEES shall be charged for cost of resetting regardless of whether or not re letting attempts are successful. Since it is difficult to evaluate costs of re letting relating to inconvenience, paperwork, prorate advertising, showing unit, electricity for showing, checking prospects, administrative and office overhead, and locater service fees ( all of which may vary greatly), it is to the mutual benefit of both LESSEES and OWNER to stipulate in advance regarding such costs of re letting. It is therefore agreed that the costs of re letting shall be a liquidated sum equal to ONE MONTH'S RENT \$ 1,950 regardless of whether actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals,

and/or charges for cleaning, repairing, repainting, or other sums due under this contract, and the foregoing shall not waiver or diminish OWNER'S right to recover such additional amounts. All subsequent rentals received shall be credited against LESSEES liability for future rentals.



Initial

17. If LESSEES hold over and fails to move out on or before the exact date required (I.e the end of the initial lease term or the end of the month of any renewal or extension period). LESSEES shall be liable to pay rents for the holdover period, and to indemnify OWNER and/or prospective residents for damages incurred (including lost rentals , lodging expenses, and attorney's fees), and at OWNER'S option, OWNER may extend lease term for one month by delivering written notice to LESSEES Unit while LESSEES are still holding over. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.



Initial

18. No oral agreements have been made. This contract is the entire agreement between the parties, and it may be modified only in writing signed by all parties except for reasonable rules and regulation changes pursuant to Paragraph 8. All of LEESEES statements in the rental application were relied upon by OWNER in executing this contract, and any misinformation therein shall be considered cause for termination by OWNER of LESSEES right of occupancy. In the event of more than one LESSEE, each LESSEE is jointly and severally liable for each provision of this contract. All obligations hereunder are to be performed in the County where the Unit is located. In any lawsuit involving contractual or statutory obligation of LESSEES, the OWNER, if it prevails, shall be entitled to recover attorney's fees and all other costs of litigation from the LESSEES. Any clause in this contract or attachment hereto declared invalid by law shall not invalidate the remainder.



Initial

19. No rent increases shall be allowed during the lease term. At least thirty (30) days prior written notice is required for any rent increase. If such notice of rent increase is given to LESSEES, this lease contract shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of rental increase.



Initial

20. This contract is executed in multiple copies: one for each LESSEE, and one or more for the OWNER. Attached to each is a copy of the SECURITY DEPOSIT AGREEMENT. A copy of OWNER'S Rules and Regulations, if any, will be furnished upon occupancy, or earlier if desired. When a MOVE-IN INVENTORY is completed after LESSEES MOVE IN BOTH lessees and OWNER should retain a copy.



Initial

**21.ADDITONAL PROVISIONS:**

a. No boats/boat trailers, jet skis, snowmobiles, recreational vehicles/trailers, commercial trucks or trailers, unregistered vehicles, inoperable or unsightly vehicles or the like may be parked in the parking area or anywhere on the property without written permission by the OWNER. All others will be towed at the LESSEES expense.

  
Initial

b. No smoking. No Pets.

c. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenants reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absences of evidence to the contrary.

  
Initial

**THIS IS A LEGAL AND BINDING DOCUMENT!!! PLEASE READ IT CAREFULLY!!!! YOUR INITIALS AND SIGNATURE INDICATE YOUR UNDERSTANDING AND COMPLIANCE.**

DATE





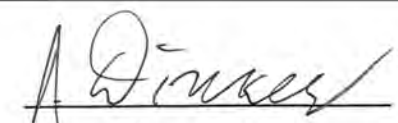
Lessee




Lessee



Atanas Dinkov  
Owner

  
03/29/2024

LEASE CONTRACT  
UNIT 2, 33 STATE STREET PORTLAND ME 04101  
LEASE BEGINS February 17, 2024  
LEASE EXPIRES February 28, 2025

Between :  herein after referred to as the LESSEE and the OWNER: Atanas Dinkov 33 state street unit 3, Portland ME 04101, e-mail: addinkov@yahoo.com

The unit will be occupied by no more than two (2) persons. No more than one (1) vehicle is allowed. ABSOLUTELY NO SMOKING AND NO PETS. List full names and ages of each adult and minor occupant, including above LESSEE (S):

1. 
2. \_\_\_\_\_ Age \_\_\_\_\_

List vehicle to be operated and parked on the property by LESSEE and/or other occupant (s):

1.   
Year                      Make/Model                      Color                      Plate#                      State

The initial term of the lease shall commence on the 17th day of February, 2024 .This contract will be automatically renewed on a month-to month basis unless written notice of termination is given by either party at least 60 DAYS BEFORE THE END OF THE ABOVE LEASE TERM; verbal notice is insufficient. Failure to give the 60-day written move-out notice will subject LESSEE to liability for future rentals, cost of re letting, and other damages and charges to which the owner is entitled. If occupancy is delayed because of construction or prior resident's holding over, OWNER shall not be liable to LESSEE for such delay, and the contract shall remain in force subject to the following conditions: 1) Rentals shall be abated on a daily basis during delay, and 2) LESSEE may terminate by giving notice in writing to owner no later than the third (3<sup>rd</sup>) day of delay, whereupon, LESSEE shall be entitled only to refund of deposit (s) and any rentals paid. LESSEE'S above right of abatement or termination shall not apply to cleaning repair delays which so not prevent occupancy by resident.

  
Initial

3.LESSEE will pay **\$1,900.00**\_ per month rental, payable in advance and without demand to: **Atanas Dinkov.**

**ON OR BEFORE THE 1ST DAY OF EACH MONTH, without a grace period. Rent paid after such date shall be deemed as late and delinquent; and, if all rent is not paid on or before the FIFTH (5<sup>th</sup> ) OF THE MONTH, LESSEE agrees to pay a late charge of \$40.00, plus an additional amount of \$5.00 per day thereafter until rent is paid in full. LESSEE agrees to pay a \$10.00 charge for each returned check, plus late payment**

charges. The above rental figure is for an unfurnished unit. LESSEE'S right to possession and all of OWNER'S obligations hereunder are expressly contingent on the prompt payment of rent, and the use of the premises by the LESSEE is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant; all monies received by the OWNER may at anytime require that all rent and other sums be paid in either Cash, Money Order, Cashier's Check or Certified Check.



Initial

4. The OWNER will pay for the following utilities: Hot Water, Sewer, and Gas Heat\*\*\* Utilities shall be used for normal household purposes, and not wasted. \*\* EXCEPTING UNSEASONABLY HOT OR COLD WEATHER, HEATING WILL BE SHUT OFF ANNUALLY FROM JUNE 15TH TO SEPTEMBER 15TH. LESEE will pay Electricity, Cable Television, Internet and any other telecommunication utilities as well as City of Portland trash bags.



Initial

5. If LESSEE owns a WATERBED or FISH TANK, she/he will be responsible for any and all damages which might result from use of same. An insurance policy indicating specific coverage for water bed damages is required.



Initial

6. LESSEE agrees that Security deposit shall be the total sum of \$ 1900.00 , and shall be payable on or before signing of this contract. Refunds shall be made in accordance with this contract which includes the attached SECURITY DEPOSIT AGREEMENT.



Initial

7. Upon moving out, LESSEE agrees to surrender the Unit in the same condition as when received, reasonable wear excepted. LESSEE has inspected, and accepts the Unit, fixtures as is except for conditions materially affecting health or safety of ordinary persons. OWNER makes no implied warranties. A MOVE-IN INVENTORY & CONDITION FORM will be provided to LESSEE upon move-in. Within forty-eight hours thereafter, LESSEE shall use same to report defects or damages to OWNER'S representative; otherwise, everything will be deemed to be in clean and good condition and repair. LESSEE accepts the premises subject to, and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. LESSEE shall use reasonable diligence in care of the Unit. LESSEE may not make any alterations of OWNER'S property or fixtures without prior written consent of OWNER; no holes shall be put in the walls, ceilings, woodwork, floors, or floor covering; no antenna installations, or additional phone or TV cable outlets.

\*\*\*Under no circumstances shall locks be changed, or additional locks be installed except by OWNER'S prior WRITTEN PERMISSION. A copy of all key(s) for any changed or additional lock (s) MUST BE SUBMITTED to the OWNER. Failure to obtain prior written permission from the OWNER, or to provide the OWNER with key (s) can result

in fines which will be charged to the LESSEE, and a demand for the return of all locks to their original status at the LESSEE'S expense.\*\*\*



Initial

8. LESSEE, his/her guests, and other occupants shall comply with all written Rules and Regulations, which shall be considered part of this contract. OWNER may make reasonable rule changes, if in writing, and distributed to all residents. LESSEE agrees that the conduct of LESSEE, guests, and other occupants shall never be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons in the Condominium Complex. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress and egress. The Unit and all other areas which are reserved for LESSEE'S private use shall be kept reasonably clean and sanitary by LESSEE. Garbage shall be disposed of only in appropriate receptacles. OWNER may regulate, limit or prohibit from the Unit, the following: motorcycles, recreational vehicles, boats, trailers, inoperable vehicles,

furniture movers, deliverymen, solicitors, and/or guests who in the OWNER'S reasonable judgment have been disturbing the peace, disturbing other residents, or violating the Rules and Regulations. All written rules in this contract, or in a separate instrument may be enforced through OWNER'S representatives or agents, and LESSEE shall hold OWNER harmless for reasonable enforcement.



Initial

9. OWNER will not be liable for any damages or losses to persons or property caused by other residents or persons; theft, burglary, assault, vandalism, or other crimes. OWNER shall not be liable for personal injury, or for damage to ,or loss of LESSEE'S personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosion, interruption of utilities, or acts of God unless same is due to negligence of OWNER. OWNER strongly recommends that LESSEE secure Tenant's Insurance to protect against all of the above occurrences. Owner shall have no duty to furnish alarms, security guards, or additional locks and latches. If OWNER'S employees are requested to render services not contemplated in this contract, such employee shall be deemed the agent of the OWNER regardless of payment thereto; and LESSEE agrees to hold OWNER harmless from any liability regarding same.



Initial

10. LESSEE agrees to request all repairs and services in writing to OWNER except in an extreme emergency when telephone calls will be accepted. OWNER shall have the right to temporarily turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption; and in case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, LESSEE shall notify OWNER immediately. OWNER shall act with due diligence in making repairs, and the lease shall continue, and

rent shall not abate during such periods. If damage to the premises are substantial in the reasonable judgment of the OWNER, OWNER may terminate this contract within a reasonable time by giving written notice to LESSEE. If lease is so terminated, rent shall be prorated and the balance refunded along with all deposit (s), less lawful deductions.



Initial

Lessee will not permit anyone's pet, even temporarily, anywhere in the Unit or Building. The presence of a pet without OWNER'S written permission will subject LESSEE to the charges, damages, and eviction provisions herein. **\*\*ABSOLUTELY NO PETS ARE PERMITTED AT THE**



Initial

Subletting, assignment, or securing a replacement will be allowed only upon prior written permission of OWNER. In such event, LESSEE shall remain liable hereunder but shall receive credit for all rental paid by succeeding LESSEE during the lease term.



Initial

12. LESSEE shall reimburse OWNER promptly for any loss, property damage, or cost of repairs or service caused in Unit or Building Complex by negligence or improper use by LESSEE, guests, or other occupants. OWNER'S obligations for plumbing, doors, windows, screens are limited and waived to the following extent: 1) Any damage to doors, windows, or screens shall be paid for by LESSEE unless due to negligence of OWNER, and 2) During occupancy, LESSEE shall be responsible for all plumbing stoppage in lines exclusively serving Resident (s) Unit, and for damages from windows or doors left open. Reimbursement is due upon demand. OWNER'S failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due by LESSEE shall not be deemed a waiver; and OWNER may demand same at any time, including move-out. OWNER may require advance payment of repairs for which LESSEE is liable.



Initial

13. If LESSEE, guests, or other occupant is present, then repairmen, servicemen, or OWNER'S representative may enter the Unit during reasonable times for reasonable business purposes. If no one is present in the Unit, written notice of such entry shall be left in the Unit immediately thereafter, and such entry shall be limited to entry at reasonable times, by duplicate or master key, for the following purposes: repairs, extermination, preventative maintenance, failure to return tools or appliances, emergency safety or fire inspections, avoiding property damage, preventing waste of utilities paid for by OWNER, exercising Landlord's Lien, leaving notices, retrieving property owned or leased by a former resident, showing Unit to prospective residents (after move-out or vacate notice has been given), or showing Unit to building inspectors, fire marshalls, mortgage lenders, appraisers, prospective purchases, or insurance agents.



Initial

**14. OWNER agrees to 1) Keep common areas of the Building Complex in a reasonably clean condition; 2) Properly maintain fixtures, hot water heater, heating, 3) Remain in substantial compliance with applicable State and Local Laws regarding safety and sanitation; and 4) Make all reasonable repairs, subject to LESSEE'S obligation to pay for damages caused by LESSEE, guests, or other occupants. If OWNER violates the foregoing, LESSEE may terminate this lease only when the following procedures are followed: a) LESSEE shall make written request for repair or remedy of the condition, and all rents must be current at such time; b) After receipt of such request, OWNER shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities.**



Initial

**15. If LESSEE fails to pay rent or other lawful charges when due, including reimbursement for damages, repairs, or plumbing service costs; or if LESSEE, guests, or other occupants violate the covenants of conditions of this contract or OWNER'S rules and regulations or applicable State and Local Laws; or if LESSEE abandons the unit, then OWNER'S representative may ( with or without demand performance ) terminate LESSEE'S right of occupancy and possession by giving LESSEE SEVEN (7) days written notice to vacate. Notice shall be by personal delivery to LESSEE'S unit. If LESSEE is not in Unit at time served, then it may be left at the Unit. Such termination does not release LESSEE from liability for future rentals under the contract. After OWNER files eviction suit, OWNER may still accept rent or other sums due; and shall not waive or diminish OWNER'S right of property damages, past or future rent, or other sums due. OWNER may report unpaid rentals or unpaid damages to the local credit bureau for permanent record in LESSEE'S credit file.**

**If, in violation hereof, LESEEE or his agent gives notice of intent to move out prior to the end of the contract term or renewal or extension periods, or if LESSEE moves out prior to the end of the contract term or renewal or extension periods, or if LESSEE moves out, or removes property from the Unit in contemplation of moving therefrom prior to the end of the contract term or renewal or extension period, or if LESSEE is evicted by court order, then all monthly rentals which are payable during the remainder of the contract term or renewal or extension period shall be accelerated without notice or demand and shall be immediately due and delinquent (similar to acceleration upon default of a home mortgage payment). Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease. If LESSEE moves out without rent being paid in full for the entire contract term or renewal or extension period, OWNER shall use diligence to re let and LESSEE shall be charged for cost of resetting regardless of whether or not re letting attempts are successful. Since it is difficult to evaluate costs of re letting relating to inconvenience, paperwork, prorate advertising, showing unit, electricity for showing, checking prospects, administrative and office overhead, and locater service fees ( all of which may vary greatly), it is to the mutual benefit of both LESSEE and OWNER to stipulate in advance regarding such costs**

of re letting. It is therefore agreed that the costs of re letting shall be a liquidated sum equal to ONE MONTH'S RENT \$ 1900.00 regardless of whether actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals, and/or charges for cleaning, repairing, repainting, or other sums due under this contract, and the foregoing shall not waiver or diminish OWNER'S right to recover such additional amounts. All subsequent rentals received shall be credited against LESSEE'S liability for future rentals.



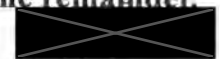
Initial

If LESSEE holds over and fails to move out on or before the exact date required (I.e the end of the initial lease term or the end of the month of any renewal or extension period). LESSEE shall be liable to pay rents for the holdover period, and to indemnify OWNER and/or prospective residents for damages incurred (including lost rentals , lodging expenses, and attorney's fees), and at OWNER'S option, OWNER may extend lease term for one month by delivering written notice to LESSEE'S Unit while LESSEE is still holding over. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.



Initial

16. No oral agreements have been made. This contract is the entire agreement between the parties, and it may be modified only in writing signed by all parties except for reasonable rules and regulation changes pursuant to Paragraph 8. All of LESSEE'S statements in the rental application were relied upon by OWNER in executing this contract, and any misinformation therein shall be considered cause for termination by OWNER of LESSEE'S right of occupancy. In the event of more than one LESSEE, each LESSEE is jointly and severally liable for each provision of this contract. All obligations hereunder are to be performed in the County where the Unit is located. In any lawsuit involving contractual or statutory obligation of LESSEE, the OWNER, if it prevails, shall be entitled to recover attorney's fees and all other costs of litigation from the LESSEE. Any clause in this contract or attachment hereto declared invalid by law shall not invalidate the remainder.



Initial

17. No rent increases shall be allowed during the lease term. At least thirty (30) days prior written notice is required for any rent increase. If such notice of rent increase is given to LESSEE, this lease contract shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of rental increase.



Initial

18. This contract is executed in multiple copies: one for the LESSEE, and one or more for the OWNER. Attached to each is a copy of the SECURITY DEPOSIT AGREEMENT. A copy of OWNER'S Rules and Regulations, if any, will be furnished upon occupancy, or earlier if desired. When a MOVE-IN INVENTORY is completed after LESSEE MOVES IN BOTH lessee and OWNER should retain a

copy.



Initial

**19.ADDITONAL PROVIAIONS:**

**a. No boats/boat trailers, jet skis, snowmobiles, recreational vehicles/trailers, commercial trucks or trailers, unregistered vehicles, inoperable or unsightly vehicles or the like may be parked in the parking area or anywhere on the property without written permission by the OWNER. All others will be towed at the LESSEE'S expense.**



Initial

**b. No smoking. No Pets.**

**THIS IS A LEGAL AND BINDING DOCUMENT!!! PLEASE READ IT CAREFULLY!!!! YOUR INITIALS AND SIGNATURE INDICATE YOUR UNDERSTANDING AND COMPLIANCE.**

**LESSEE(S)**


**DATE**




Lessee

Owner

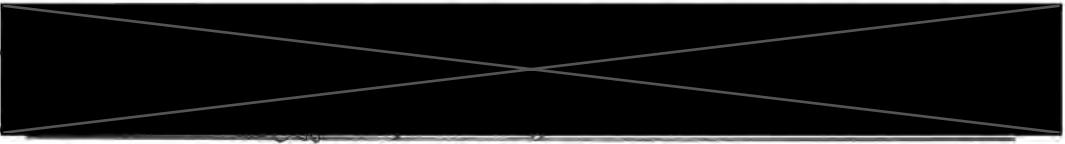

LEASE CONTRACT  
UNIT 3, 33 STATE STREET PORTLAND ME 04101  
LEASE BEGINS April 1, 2024  
LEASE EXPIRES March 31, 2025

Between :  herein after referred to as the LESSEES and the  
OWNER: Atanas Dinkov 33 state street unit 3, Portland ME 04101,  
e-mail: addinkov@yahoo.com

The unit will be occupied by no more than two (2) persons. No more than two (2) vehicles are allowed.  
ABSOLUTELY NO SMOKING AND NO PETS. List full names and ages of each adult and minor  
occupant, including above LESSEES:

1. 
2. 

List vehicle to be operated and parked on the property by LESSEES and/or other occupant (s):

	Year	Make/Model	Color	Plate#	State
1.					
2.					

The initial term of the lease shall commence on the 1st day of April, 2024 .This contract will be automatically renewed on a month-to month basis unless written notice of termination is given by either party at least 60 DAYS BEFORE THE END OF THE ABOVE LEASE TERM; verbal notice is insufficient. Failure to give the 60-day written move-out notice will subject LESSEES to liability for future rentals, cost of re letting, and other damages and charges to which the owner is entitled. If occupancy is delayed because of construction or prior resident's holding over, OWNER shall not be liable to LESSEES for such delay, and the contract shall remain in force subject to the following conditions: 1) Rentals shall be abated on a daily basis during delay, and 2) LESSEE may terminate by giving notice in writing to owner no later than the third (3<sup>rd</sup>) day of delay, whereupon, LESSEES shall be entitled only to refund of deposit (s) and any rentals paid. LESSEES above rights of abatement or termination shall not apply to cleaning repair delays which so not prevent occupancy by resident.

  
Initial

3.LESSEES will pay \$2,100.00\_ per month rental, payable in advance and without demand to:  
**Atanas Dinkov.**

**ON OR BEFORE THE 1ST DAY OF EACH MONTH, without a grace period. Rent paid after such date shall be deemed as late and delinquent; and, if all rent is not paid on or before the FIFTH (5<sup>th</sup> ) OF THE MONTH, LESSEES agrees to pay a late charge of**

\$40.00, plus an additional amount of \$5.00 per day thereafter until rent is paid in full. LESSEES agrees to pay a \$10.00 charge for each returned check, plus late payment charges. The above rental figure is for an unfurnished unit. LESSEES rights to possession and all of OWNER'S obligations hereunder are expressly contingent on the prompt payment of rent, and the use of the premises by the LESSEES are obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant; all monies received by the OWNER may at anytime require that all rent and other sums be paid in either Cash, Money Order, Cashier's Check or Certified Check.



Initial

4. The OWNER will pay for the following utilities: Hot Water, Sewer, and Gas Heat\*\*\* Utilities shall be used for normal household purposes, and not wasted. \*\* EXCEPTING UNSEASONABLY HOT OR COLD WEATHER, HEATING WILL BE SHUT OFF ANNUALLY FROM JUNE 15TH TO SEPTEMBER 15TH. LESEES will pay Electricity, Cable Television, Internet and any other telecommunication utilities as well as City of Portland trash bags.



Initial

5. If LESSEES own a WATERBED or FISH TANK, she/he will be responsible for any and all damages which might result from use of same. An insurance policy indicating specific coverage for water bed damages is required.



Initial

6. LESSEES agree that Security deposit shall be the total sum of \$ 2,100.00 , and shall be payable on or before signing of this contract. Refunds shall be made in accordance with this contract which includes the attached SECURITY DEPOSIT AGREEMENT.



Initial

7. Upon moving out, LESSEES agree to surrender the Unit in the same condition as when received, reasonable wear excepted. LESSEES have inspected, and accepts the Unit, fixtures as is except for conditions materially affecting health or safety of ordinary persons. OWNER makes no implied warranties. A MOVE-IN INVENTORY & CONDITION FORM will be provided to LESSEES upon move-in. Within forty-eight hours thereafter, LESSEES shall use same to report defects or damages to OWNER'S representative; otherwise, everything will be deemed to be in clean and good condition and repair. LESSEES accept the premises subject to, and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. LESSEES shall use reasonable diligence in care of the Unit. LESSEES may not make any alterations of OWNER'S property or fixtures without prior written consent of OWNER; no holes shall be put in the walls, ceilings, woodwork, floors, or floor covering; no antenna installations, or additional phone or TV cable outlets.

\*\*\*Under no circumstances shall locks be changed, or additional locks be installed except by OWNER'S prior WRITTEN PERMISSION. A copy of all key(s) for any changed or

additional lock (s) **MUST BE SUBMITTED** to the **OWNER**. Failure to obtain prior written permission from the **OWNER**, or to provide the **OWNER** with key (s) can result in fines which will be charged to the **LESSEES**, and a demand for the return of all locks to their original status at the **LESSEES** expense.\*\*\*

  
Initial

8. **LESSEES**, his/her guests, and other occupants shall comply with all written Rules and Regulations, which shall be considered part of this contract. **OWNER** may make reasonable rule changes, if in writing, and distributed to all residents. **LESSEES** agrees that the conduct of **LESSEES**, guests, and other occupants shall never be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons in the Complex. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress and egress. The Unit and all other areas which are reserved for **LESSEES** private use shall be kept reasonably clean and sanitary by **LESSEES**. Garbage shall be disposed of only in appropriate receptacles. **OWNER** may regulate, limit or prohibit from the Unit, the following: motorcycles, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, deliverymen, solicitors, and/or guests who in the **OWNER'S** reasonable judgment have been disturbing the peace, disturbing other residents, or violating the Rules and Regulations. All written rules in this contract, or in a separate instrument may be enforced through **OWNER'S** representatives or agents, and **LESSEE** shall hold **OWNER** harmless for reasonable enforcement.

  
Initial

9. **OWNER** will not be liable for any damages or losses to persons or property caused by other residents or persons; theft, burglary, assault, vandalism, or other crimes. **OWNER** shall not be liable for personal injury, or for damage to, or loss of **LESSEES** personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosion, interruption of utilities, or acts of God unless same is due to negligence of **OWNER**. **OWNER** strongly recommends that **LESSEES** secure Tenant's Insurance to protect against all of the above occurrences. Owner shall have no duty to furnish alarms, security guards, or additional locks and latches. If **OWNER'S** employees are requested to render services not contemplated in this contract, such employee shall be deemed the agent of the **OWNER** regardless of payment thereto; and **LESSEES** agree to hold **OWNER** harmless from any liability regarding same.

  
Initial

10. **LESSEES** agrees to request all repairs and services in writing to **OWNER** except in an extreme emergency when telephone calls will be accepted. **OWNER** shall have the right to temporarily turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption; and in case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, **LESSEES** shall notify **OWNER** immediately. **OWNER** shall act with due diligence in making repairs, and the lease shall continue, and rent shall not abate during such periods. If

damage to the premises are substantial in the reasonable judgment of the OWNER, OWNER may terminate this contract within a reasonable time by giving written notice to LESSEES. If lease is so terminated, rent shall be prorated and the balance refunded along with all deposit (s), less lawful deductions.



Initial

11. Lessees will not permit anyone's pet, even temporarily, anywhere in the Unit or Building. The presence of a pet without OWNER'S written permission will subject LESSEES to the charges, damages, and eviction provisions herein. **\*\*ABSOLUTELY NO PETS ARE PERMITTED AT THE PROPERTY**



Initial

12. Subletting, assignment, or securing a replacement will be allowed only upon prior written permission of OWNER. In such event, LESSEES shall remain liable hereunder but shall receive credit for all rental paid by succeeding LESSEES during the lease term.



Initial

13. LESSEE shall reimburse OWNER promptly for any loss, property damage, or cost of repairs or service caused in Unit or Building Complex by negligence or improper use by LESSEES, guests, or other occupants. OWNER'S obligations for plumbing, doors, windows, screens are limited and waived to the following extent: 1) Any damage to doors, windows, or screens shall be paid for by LEESE unless due to negligence of OWNER, and 2) During occupancy, LESSEES shall be responsible for all plumbing stoppage in lines exclusively serving Resident (s) Unit, and for damages from windows or doors left open. Reimbursement is due upon demand. OWNER'S failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due by LESSEES shall not be deemed a waiver; and OWNER may demand same at any time, including move-out. OWNER may require advance payment of repairs for which LESSEES are liable.



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15. OWNER agrees to 1) Keep common areas of the Building Complex in a reasonably clean condition; 2) Properly maintain fixtures, hot water heater, heating, 3) Remain in substantial compliance with applicable State and Local Laws regarding safety and sanitation; and 4) Make all reasonable repairs, subject to LESSEES obligation to pay for damages caused by LESSEES, guests, or other occupants. If OWNER violates the foregoing, LESSEES may terminate this lease only when the following procedures are followed: a) LESSEES shall make written request for repair or remedy of the condition, and all rents must be current at such time; b) After receipt of such request, OWNER shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities.



Initial

16. If LESSEES fail to pay rent or other lawful charges when due, including reimbursement for damages, repairs, or plumbing service costs; or if LESSEES, guests, or other occupants violate the covenants of conditions of this contract or OWNER'S rules and regulations or applicable State and Local Laws; or if LESSEES abandons the unit, then OWNER'S representative may ( with or without demand performance ) terminate LESSEES rights of occupancy and possession by giving LESSEES SEVEN (7) days written notice to vacate. Notice shall be by personal delivery to LESSEE'S unit. If LESSEES is not in Unit at time served, then it may be left at the Unit. Such termination does not release LESSEES from liability for future rentals under the contract. After OWNER files eviction suit, OWNER may still accept rent or other sums due; and shall not waive or diminish OWNER'S right of property damages, past or future rent, or other sums due. OWNER may report unpaid rentals or unpaid damages to the local credit bureau for permanent record in LESSEES credit file.

If, in violation hereof, LESEES or his agent gives notice of intent to move out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out, or removes property from the Unit in contemplation of moving therefrom prior to the end of the contract term or renewal or extension period, or if LESSEES is evicted by court order, then all monthly rentals which are payable during the remainder of the contract term or renewal or extension period shall be accelerated without notice or demand and shall be immediately due and delinquent (similar to acceleration upon default of a home mortgage payment). Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease. If LESSEES move out without rent being paid in full for the entire contract term or renewal or extension period, OWNER shall use diligence to re let and LESSEES shall be charged for cost of resetting regardless of whether or not re letting attempts are successful. Since it is difficult to evaluate costs of re letting relating to inconvenience, paperwork, prorate advertising, showing unit, electricity for showing, checking prospects, administrative and office overhead, and locater service fees ( all of which may vary greatly), it is to the mutual benefit of both LESSEES and OWNER to stipulate in advance regarding such costs of re letting. It is therefore agreed that the costs of re letting shall be a liquidated sum equal to ONE MONTH'S RENT \$ 2100.00 regardless of whether actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals,

and/or charges for cleaning, repairing, repainting, or other sums due under this contract, and the foregoing shall not waiver or diminish OWNER'S right to recover such additional amounts. All subsequent rentals received shall be credited against LESSEES liability for future rentals.



Initial

17. If LESSEES hold over and fails to move out on or before the exact date required (i.e. the end of the initial lease term or the end of the month of any renewal or extension period). LESSEES shall be liable to pay rents for the holdover period, and to indemnify OWNER and/or prospective residents for damages incurred (including lost rentals, lodging expenses, and attorney's fees), and at OWNER'S option, OWNER may extend lease term for one month by delivering written notice to LESSEES Unit while LESSEES are still holding over. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.



Initial

18. No oral agreements have been made. This contract is the entire agreement between the parties, and it may be modified only in writing signed by all parties except for reasonable rules and regulation changes pursuant to Paragraph 8. All of LESSEES statements in the rental application were relied upon by OWNER in executing this contract, and any misinformation therein shall be considered cause for termination by OWNER of LESSEES right of occupancy. In the event of more than one LESSEE, each LESSEE is jointly and severally liable for each provision of this contract. All obligations hereunder are to be performed in the County where the Unit is located. In any lawsuit involving contractual or statutory obligation of LESSEES, the OWNER, if it prevails, shall be entitled to recover attorney's fees and all other costs of litigation from the LESSEES. Any clause in this contract or attachment hereto declared invalid by law shall not invalidate the remainder.



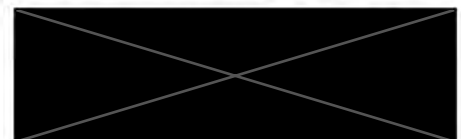
Initial

19. No rent increases shall be allowed during the lease term. At least thirty (30) days prior written notice is required for any rent increase. If such notice of rent increase is given to LESSEES, this lease contract shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of rental increase.



Initial

20. This contract is executed in multiple copies: one for each LESSEE, and one or more for the OWNER. Attached to each is a copy of the SECURITY DEPOSIT AGREEMENT. A copy of OWNER'S Rules and Regulations, if any, will be furnished upon occupancy, or earlier if desired. When a MOVE-IN INVENTORY is completed after LESSEES MOVE IN BOTH lessees and OWNER should retain a copy.



Initial

**21. ADDITIONAL PROVISIONS:**

a. No boats/boat trailers, jet skis, snowmobiles, recreational vehicles/trailers, commercial trucks or trailers, unregistered vehicles, inoperable or unsightly vehicles or the like may be parked in the parking area or anywhere on the property without written permission by the OWNER. All others will be towed at the LESSEES expense.

[Redacted]

Initial

[Redacted]

b. No smoking. No Pets.

**THIS IS A LEGAL AND BINDING DOCUMENT!!! PLEASE READ IT CAREFULLY!!!! YOUR INITIALS AND SIGNATURE INDICATE YOUR UNDERSTANDING AND COMPLIANCE.**

DATE

[Redacted]

Lessee

[Redacted]

Lessee

Atanas Dinkov  
Owner

[Redacted Signature Area]

*A. Dinkov* 05/14/2024

## **SWORN AFFIDAVIT OF MARIETTA MALLON**

I, Marietta Mallon, being duly sworn, state as follows:

1. I was a tenant at 33 State St, Unit 1, Portland, Maine, from April 1, 2024 to April 4, 2025. I lived at this address with my partner, Sophia Thomas, where we rented from Mr. Atanas Dinkov.
2. Our lease included access to the laundry room, which took up about half of the basement. The rest of the basement was locked and windowless.
3. At the beginning of our lease term Mr. Dinkov told me that he was a renter in Ogunquit, ME and he discussed living in Ogunquit on multiple occasions.
4. Our apartment was on the first floor of the three story building and was located directly above the basement.
5. Ms. Thomas and I slept in the unit almost every night during the year of our tenancy, and in the bedroom above the enclosed area of the basement.
6. Due to the absence of soundproofing between the floor of my apartment and the basement, as well as gaps around pipes that allowed light through, I was aware of any activity taking place below us. Noises as subtle as a heavy sigh, mumbling, and footfalls were audible in our apartment, and when a light was turned on, I could see it through the cracks.
7. At no point during the entirety of my tenancy did my landlord, Mr. Atanas Dinkov, make the basement of the building his residence. I know this based on what I saw and heard, and based on Mr. Dinkov's own statements to me.
8. From April 1, 2024 to May 4, 2024, Mr Dinkov did not live in the basement, nor was he at the property much.

9. On May 4, 2024, Mr. Dinkov informed us that he would be out of the country for an extended period of time.
10. On August 13, 2024, he informed us of his return to Maine.
11. For several days in early September, Mr. Dinkov came to the building after work to remove an old oil tank in the basement. The fumes from this process were so strong that my partner and I had to spend a night elsewhere. Mr Dinkov confirmed this when I texted him about the chemical fumes (see [exhibit A](#)).
12. His work in the basement continued sporadically through Sept/Oct.
13. On November 2, 2024, I texted Mr. Dinkov to say that this work was disruptive and that he and his contractor had woken me and my partner up at 7:30am as they were discussing moving the water heater (see [exhibit B](#)).
14. On November 11, 2024, Mr. Dinkov texted all five tenants of 33 State St. informing us that it would no longer be safe to use the laundry room because he was “improving the heating system” (see [exhibit C](#)).
15. My partner and I went into the basement on November 11, 2024 and saw parts of the ceiling ripped out, wires hanging down, wood and rusty metal debris scattered throughout the space, and a large portion of the wall torn down (see [exhibit D](#)).
16. On November 24, 2024, a Sunday, the sound of a smoke detector’s low battery beep was audible through the floor from the closed section of the basement. When my partner texted Mr. Dinkov in our shared group chat at 12:16pm to let him know, he replied by saying that he would stop by the property in a few hours (see [exhibit E](#)).
17. After providing notice of lease non-renewal on January 29, 2025, Mr. Dinkov informed me that he needed our unit so that he could move into the property.

18. On April 4, 2025, during the final walk-through, Mr. Dinkov told me that he'd be moving into the property that weekend, but he'd have to drive 30 minutes back home because he had forgotten to bring clothes.

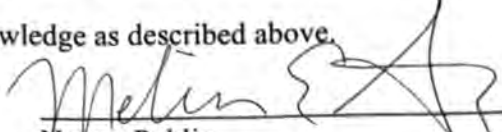
Date: 9/20/2025

  
\_\_\_\_\_  
Marietta Mallon

STATE OF MAINE  
CUMBERLAND, SS

Personally appeared before me the above-named Marietta Mallon, and made oath that the above-stated facts are true upon her personal knowledge as described above.

Date: 9/20/25

  
\_\_\_\_\_  
Notary Public

**MELISSA E. STONE**  
NOTARY PUBLIC - State of Maine  
My Commission Expires  
January 23, 2031

## SWORN AFFIDAVIT OF SOPHIA THOMAS

I, Sophia Thomas, being duly sworn, state as follows:

1. I was a tenant at 33 State St, Unit 1 in Portland, Maine between April, 2024 and April, 2025. I lived with my partner, Marietta Mallon. Our apartment was directly above the basement, on the first floor of the three-story building.
2. Included in our lease was the use of a laundry room, which took up a large portion of the basement, and contained the only three windows in the basement. I did my laundry there one evening every week, and never saw evidence of Mr. Dinkov living there.
3. When I toured the unit on March 26, 2024 before moving into the property, Mr. Dinkov told me that he was a tenant himself, and lived in Ogunquit, Maine. He continued to mention this fact throughout my tenancy, saying that he had to drive over 30 minutes to reach both work in South Portland and 33 State St. from his home.
4. I knew that Mr. Dinkov drove a gray Volkswagen Jetta, which he parked in front of the building whenever he was around the property. I always paid attention to whether the car was in front of the building or not, and it was never in front of the building overnight.
5. Due to the placement of my and my partner's apartment above the basement, we were always aware of whether or not Mr. Dinkov was in the basement. There was no seal or soundproofing whatsoever between our apartment and the basement, and there were even cracks in the floor around the heating pipes in the living room, bedroom, and bathroom, through which we could see light. Because of

this, we could hear every single thing that went on in the basement, including sneezes, muttering, and feet scuffing on the floor. My partner and I were extremely aware of any time Mr. Dinkov was in the basement because we knew that he could hear us equally as well as we could hear him.

6. Because of the lack of soundproofing between our unit and the basement, my partner and I heard multiple conversations between Mr. Dinkov and various contractors about his renovation plans for the basement. It was because of this fact that we found out that Mr. Dinkov was removing bricks from a wall the basement shared with the basement of 31 State Street, which had already been bowing out. We later saw the pile of bricks he was removing when he moved it to the front of the building.
7. Mr. Dinkov was not around the property often between April 1, 2024 and May 4, 2024, and did not live in the basement during that time.
8. Mr. Dinkov told all of the tenants on May 4, 2024 that he would be out of the country for an extended period of time. He let us know that he was back on August 13, 2024.
9. On one occasion during the fall of 2024, Mr. Dinkov was doing work in the basement and the door to the locked back room was open. I looked inside and saw an extremely small and cluttered and dirty room storing paint cans, tools, and various other items being used for renovation. The back room also contained what seemed to be a water heater and boiler. There was no furniture in that room, nor was there any evidence of someone living there.

10. On November 2, 2024, Mr. Dinkov woke myself and my partner up at 7:30am by having a conversation with a contractor about his desire to move the water heater. The conversation was so clear, it sounded like there were two men inside of our bedroom, which was incredibly alarming. We texted him about this incident because it was unusual that he was in the unit so early. If he had lived in the basement, we would have been woken up every day by the sounds of him moving around below us.
11. On November 11, 2024, Mr. Dinkov texted all tenants to inform us we would no longer be able to use the basement to do laundry due to "improvements to the heating system." That evening, my partner and I went down to the laundry room and saw complete destruction, including pieces of the ceiling hanging down, wires everywhere, stacks of boards with rusty nails sticking out of them, and dust completely coating everything. Part of the wall connecting the laundry room to the back room was also busted through, which meant we could see the water heater on the other side of it.
12. On two occasions, November 24th, 2024, and March 7th, 2025, my partner and I had to text Mr. Dinkov because there was a beeping sound in the basement that would not stop because of a smoke detector with a low battery. We had to contact him to come fix this issue both times because he did not live in the basement, and therefore did not know that there was a beeping noise. It took him multiple hours to address the issue on each occasion because he had to travel from his place of residence to reach 33 State St.

13. When my partner and I were turning in our keys on April 4, 2025, Mr. Dinkov told us that had brought a mattress to move into our unit, but forgotten all of his clothes at home, over 30 minutes away. His clothes were not stored in the basement of 33 State St. because he did not live there.

Date: 9/20/2025

Sophia Thomas  
Sophia Thomas

STATE OF MAINE  
CUMBERLAND, SS

Personally appeared before me the above-named Sophia Thomas, and made oath that the above-stated facts are true upon her personal knowledge as described above.

Date: 9/20/25

Melissa Stone  
Notary Public

MELISSA E. STONE  
NOTARY PUBLIC - State of Maine  
My Commission Expires  
January 23, 2031



## SWORN AFFIDAVIT OF EMILY BARSTOW

I, Emily Barstow, being duly sworn, state as follows:

1. I was a resident at 33 State Street, Unit 2, Portland, Cumberland County, Maine 04101, from February 17, 2024, which is when my lease officially began, until I moved out on March 29th, 2025. My apartment was on the second floor of the three-story building ("the Building").
2. Prior to my tenancy, the landlord, Atanas Dinkov, temporarily occupied Unit 2 in order to complete minor renovations on the units. Once I moved in, he vacated Unit 2 and moved into one of the other units for a short period of time before the tenants of Unit 1 and Unit 3 moved in during March 2024.
3. After those tenants moved in, Mr. Dinkov was occasionally present at the Building to perform work in the basement, but at no time did he live in the basement or establish any living space there. The basement contained laundry facilities for tenants but no setup consistent with a residence.
4. On several occasions during my tenancy, the electrical fuse in my unit would blow if I had multiple appliances running. Each time, Mr. Dinkov had to call an electrician to reset the electrical panel in the basement. If Mr. Dinkov had actually resided in the Building, he would have been able to resolve such issues himself.
5. On February 17, 2025, Mr. Dinkov emailed me stating that he would not be renewing my lease, which ends on February 28, 2025. Instead, he informed me that I had 60 days to vacate the apartment.
6. There were many times that Mr. Dinkov alluded to the fact that he lived a 45 minute drive from Portland, not in Portland proper.

7. Based on the foregoing facts, it is my belief that Mr. Dinkov has not resided at the Building during my tenancy and does not maintain it as his primary residence.

Date: 9/23/25

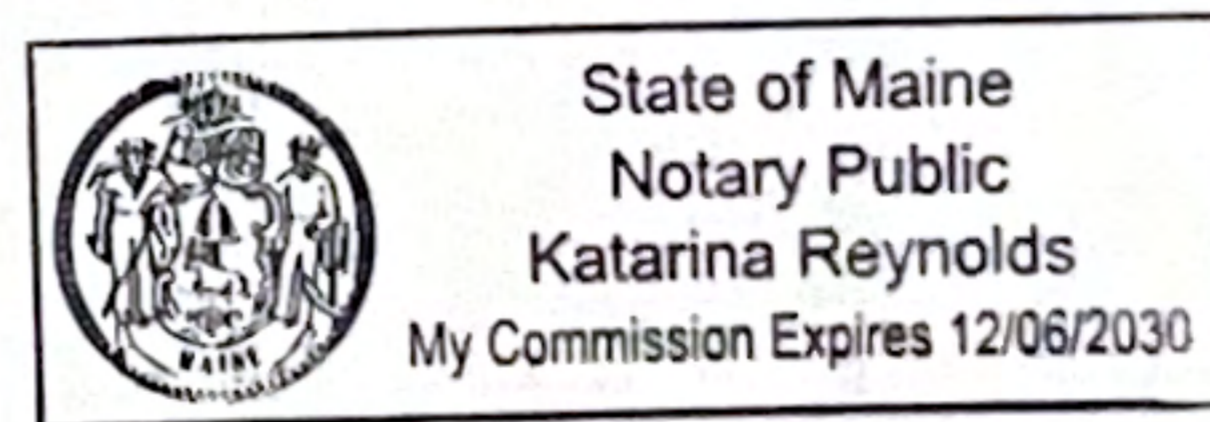
  
Emily Barstow

STATE OF MAINE  
CUMBERLAND, SS

Personally appeared before me the above-named Emily Barstow, and made oath that the above-stated facts are true upon her personal knowledge as described above.

Date: 9/23/25

  
Notary Public



## SWORN AFFIDAVIT OF SARAH DUFF

I, Sarah Duff, being duly sworn, state as follows:

1. I was a tenant at 33 State St, Unit 3, Portland, Cumberland County, Maine, from April 2024 to April 2025. I lived at this address with Paige Marchand. Our apartment was on the third floor of the three-story building.
2. All three units at 33 State St. were occupied by tenants the whole time I lived there.
3. At no point during the year that I lived at 33 State St. did my landlord, Atanas Dinkov, make the basement or any other place in the building his residence. I know this because of things Mr. Dinkov told me and my observations of what took place at the property.
5. The first time I met Mr. Dinkov, when I toured the property with my roommate on March 16, 2024, he told me and my roommate that he lived in Ogunquit.
4. Mr. Dinkov drove a Volkswagen Jetta, which was only parked in front of the building occasionally on weekends when he was renovating in the basement. I only noticed it in front of the building after 5pm on a weeknight about once a week.
6. On May 4, 2024, Mr. Dinkov texted the group chat of tenants from 33 State Street to tell us that he was leaving the country. He told us he was back on August 13, 2024.
7. From April 2024 until November 11, 2024, I did my laundry in the basement of 33 State St. almost weekly. The laundry room took up most of the basement. Out of all of the times I was in the basement, I never saw any evidence of Mr. Dinkov living there.

8. On November 11, 2024, Mr. Dinkov sent a message to the group chat of tenants of 33 State St. informing us that it would no longer be safe to use the laundry room because he was "improving the heating system." He did not say anything about moving into the basement.

9. On multiple occasions during the winter, a tenant from a neighboring building parked in my assigned parking spot because I had cleared it of snow. On each of these occasions, I had to send Mr. Dinkov pictures as proof of this issue because he was not there to see it himself.

10. When my doorknob broke, I texted Atanas for help fixing it. He told me he would be at the property that evening to do work in the basement and could fix the doorknob while he was there. On occasions when Mr. Dinkov wanted to enter our apartment or we asked for help with something, he would specifically communicate if/when he would be in the building, since the norm was that he was not present. Because he did not reside in the building, it was necessary to coordinate around when he was able to stop by rather than relying on him consistently being there.

11. When discussing moving out, Mr. Dinkov told me that he would be moving from his current apartment in Ogunquit into 33 State St. with his family.

12. Based on all of these facts, I am able to conclude with absolute certainty that Atanas Dinkov did not live in the basement of 33 State St. during my tenancy there, or anywhere else on the property.

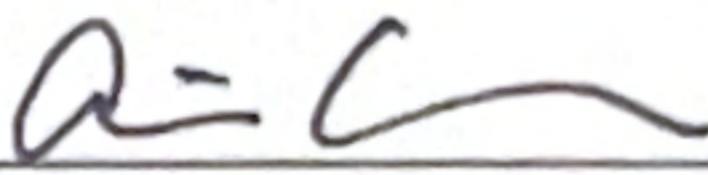
Date: 9/23/2025

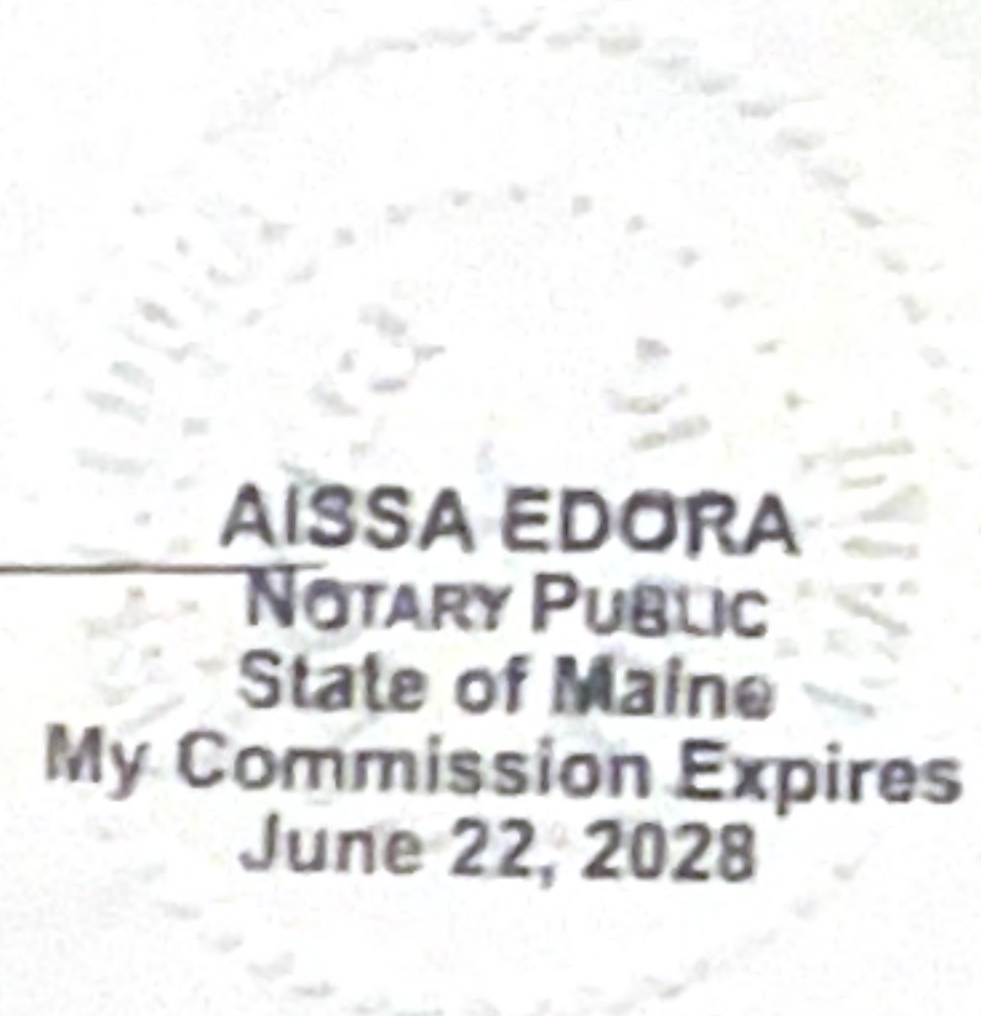
  
Sarah Duff

STATE OF MAINE  
CUMBERLAND, SS

Personally appeared before me the above named Sarah Duff, and made oath  
that the above-stated facts are true upon her personal knowledge as described above.

Date: 9/23/2025

  
Notary Public

  
AISSA EDORA  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
June 22, 2028

## SWORN AFFIDAVIT OF PAIGE MARCHAND

I, Paige Marchand, being duly sworn, state as follows:

1. I was a tenant at 33 State St, Unit 3, Portland, Cumberland County, Maine, from April 1 2024 to March 29 2025. I lived at this address with Sarah Duff. Our apartment was on the third floor of a three story building.

2. All three units at 33 State St. were occupied by tenants for the entirety of my tenancy. Our lease gave us access to a laundry room in one half of the basement, the other half being locked.

3. At no point during my tenancy did my landlord, Atanas Dinkov, reside in the basement as his primary residence. I know this based on my knowledge of what took place at the property, and Mr. Dinkov's own statements he made to me.

4. The first time I met Mr. Dinkov was when I toured the property with my roommate on March 16, 2024. It was at that point that he told us he was a renter in Ogunquit, Maine.

5. Prior to my tenancy, Mr. Dinkov temporarily occupied Unit 3 in order to complete minor renovations of the unit. I knew this based on his own statements and the presence of a mattress in the larger bedroom. Once my roommate and I moved in, he vacated Unit 3.

6. I knew Mr. Dinkov drove a gray Volkswagen Jetta, which he parked in front of the building whenever he was at the property. Mr. Dinkov began renovations in the basement around December 2024, it was at this point only that I noticed his car parked sporadically in front of the building after 5pm throughout the week.

7. During the period of time when I resided at 33 State St., I worked the night shift. Mr. Dinkov's car was never around the property when I left for my shift, or when I came back in the early hours of the morning.

8. Mr. Dinkov reached out via a group text to inform us he would be out of the country to visit his family on May 4, 2024 for an extended period of time. He informed us of his return on August 13, 2024.

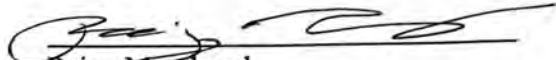
9. From April 1 2024 until November 11, 2024, I often did my laundry in the basement. November 11 2024 was when Mr. Dinkov informed us that the laundry room would become temporarily unavailable because he was "improving the heating system". This laundry room was accessible to all tenants of 33 State Street. This laundry room was also accessible to the owner of 31 State St, I know this because I often saw a tenant of 31 State St doing her laundry while I was down there. There was only one door to the basement and the only windows in the basement were located in the laundry room. The windows to the back section were visibly boarded up from the outside. The laundry room contained only two washers and two dryers.

10. The said laundry room above never became available to us again. Mr. Dinkov explained to me that he would be converting the basement into a single bedroom apartment. He then told me he would be renting said apartment.

11. When discussing moving out, Mr. Dinkov explained to me that he would be moving from his current apartment in Ogunquit into 33 State St. with his family who were moving from another country.

12. Based on all of the above factors I am able to conclude with absolute certainty that Atanas Dinkov did not live in the basement or anywhere else on the property of 33 State St. during my tenancy.


Date: 09/20/2025

  
Paige Marchand

STATE OF MAINE  
CUMBERLAND, SS

Personally appeared before me the above-named Paige Marchand, and made an oath that the above-stated facts are true upon her personal knowledge as described above.

Date: 9/20/25

  
Notary Public

**MELISSA E. STONE**  
NOTARY PUBLIC - State of Maine  
My Commission Expires  
January 23, 2031

Rent payments made by Mr. Dinkov to Ms. Donna Lewis by Venmo from January 2024 - April, 2025

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AD Atanas Dinkov paid Donna Lewis

Jan 2, 2024 🌐

Payment



---

AD Atanas Dinkov paid Donna Lewis

Mar 4, 2024 🌐

Payment

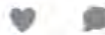


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AD Atanas Dinkov paid Donna Lewis

May 1, 2024 🌐

🏠:payment



---

AD Atanas Dinkov paid Donna Lewis

Jun 1, 2024 🌐



---

AD Atanas Dinkov paid Donna Lewis

Jul 1, 2024 🌐

Payment



---

AD Atanas Dinkov paid Donna Lewis

Sep 3, 2024 🌐

Payment



Rent payments made by Mr. Dinkov to Ms. Donna Lewis by Venmo from January 2024 - April, 2025

AD Atanas Dinkov paid Donna Lewis

Sep 30, 2024 🌐

Payment



AD Atanas Dinkov paid Donna Lewis

Nov 1, 2024 🌐

Payment



AD Atanas Dinkov paid Donna Lewis

Nov 22, 2024 🌐

Payment



AD Atanas Dinkov paid Donna Lewis

Jan 2 🌐

Payment



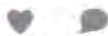
AD Atanas Dinkov paid Donna Lewis

Feb 1 🌐



AD Atanas Dinkov paid Donna Lewis

Apr 5 🌐



# Notice of Lease Non-Renewal

Inbox x



**Atanas Dinkov** <addinkov@yahoo.com>

Wed, Jan 29, 8:00 AM



to [REDACTED]

Good morning [REDACTED],

I hope this letter finds you well. I am writing to inform you that your current lease for apartment 1 located on 33 State Street Portland ME will not be renewed and will expire on 03.31.2025.

In line with our lease agreement and legal requirements, this is a 60 days notice of your non-renewal. Please ensure you vacate the premises by 04.15.2025 giving you ample time to secure alternative housing.

Thank you for your tenancy and cooperation at 33 State Street. This decision is purely a strategic one and not due to any issues.

As you prepare to move out, please take note of the following:

**Security Deposit:** Your Security Deposit will be returned, minus any deductions for damages or unpaid rent.

**Final Walk-Through Inspection:** We can arrange a full final inspection or walk-through inspection at a mutually convenient time before departure to address any concerns about the property's condition.

If you have any questions or need further information, please contact me at 207-216-0446 or [addinkov@yahoo.com](mailto:addinkov@yahoo.com).

Thank you for your understanding and for being a responsible tenants. I wish you all the best in your future housing arrangements.

From: **Atanas Dinkov** <[addinkov@yahoo.com](mailto:addinkov@yahoo.com)>

Date: Mon, Feb 17, 2025 at 7:45AM

Subject: Notice of Lease Non-Renewal

To: [REDACTED]

Good morning [REDACTED]

I hope this letter finds you well. I am writing to inform you that your current lease for apartment 2 located on 33 State Street Portland ME will not be renewed and will expire on 02.28.2025.

In line with our lease agreement and legal requirements, this is a 60 days notice of your non-renewal. Please ensure you vacate the premises by 04.18.2025 giving you ample time to secure alternative housing.

Thank you for your tenancy and cooperation at 33 State Street. This decision is purely a strategic one and not due to any issues.

As you prepare to move out, please take note of the following:

**Security Deposit:** Your Security Deposit will be returned, minus any deductions for damages or unpaid rent.

**Final Walk-Through Inspection:** We can arrange a full final inspection or walk-through inspection at a mutually convenient time before departure to address any concerns about the property's condition.

If you have any questions or need further information, please contact me at 207-216-0446 or [addinkov@yahoo.com](mailto:addinkov@yahoo.com).

Thank you for your understanding and for being a responsible tenant. I wish you all the best in your future housing arrangements.

<input type="checkbox"/>	ISSUE DATE	CITATION	LPN	PLATE TYPE	MAKE	VIOLATION TYPE	STREET	OFFICER	AMOUNT	STATUS
	05/20/2025, 01:34 AM	79751404	(ME) 9097UT	PASSENGER	Volkswagen	(4) No Parking This Side of Street	STATE ST (2)	857	\$40.00	UNPAID
	08/22/2024, 05:49 PM	72994524	(ME) 9097UT	PASSENGER	Volkswagen	(E) No Parking Zone	STATE ST (2)	854	\$40.00	UNPAID
	02/06/2024, 03:29 AM	68384972	(ME) 9097UT	PASSENGER	Volkswagen	(4) No Parking This Side of Street	STATE ST (2)	852	\$35.00	PAID



**Portland Tenants Union** <info@portlandtenantsunion.org>

to veh-reg@portlandmaine.gov

Mon, Aug 4, 3:59 PM (18 hours ago)



Good afternoon. We are trying to find out when the vehicle with license plate number 9097UT was first registered in Portland and what the address was on the registration. Below is the most recent registration. We are simply trying to determine if it was registered in Portland during the previous year.

Thank you!

CUMBERLAND CNTY **State of Maine Vehicle Registration** Mileage 153,000

Eff. Date is Validation Date But Not Prior To 07/01/2024 Expires 07/31/2025 Insurance *DM* CLASS: PC REGISTRATION NUMBER: 9097UT

VIN	YEAR	MAKE	MODEL	COLOR	STYLE	TIRES	A.S.	NET WEIGHT	REGISTERED WEIGHT	FEEL
3VWD17AJXFM212387	2015	VOLK	JETTA	GY	4D					G
REGISTRANT/D DINKOV, ATANAS D		DOB/BIRTH # 04/14/1984		Base 1,995		Mile Rate 0040				
LESSOR		LESSEE		Ex Tax 99.98		Ex Tax Bal 99.98		FyTx Date 08/12/2024		
MAILING ADDRESS PO BOX 1453		Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139.98 29762674		Fees 15.00		Agent Fee 5.00				
WELLS ME 04090		LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND ME 05170								

Tax Receipt # 29762674

PT \_\_\_\_\_

Sticker # (M): \_\_\_\_\_ (V) 25D 2131969

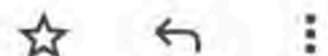
www.maine.gov/sos



**Vehicle Registration**

to me

8:11 AM (2 hours ago)



Hi,

I do not have that the vehicle was previously registered in Portland prior to that registration you provided.

--Richard



--



5 People >

Mon, Nov 11 at 10:37 AM

Atanas Dinkov

A

Hi there. The hot water will be off for about 20 minutes.

A

The hot water is back. Let me if there are any issues. Thank you.

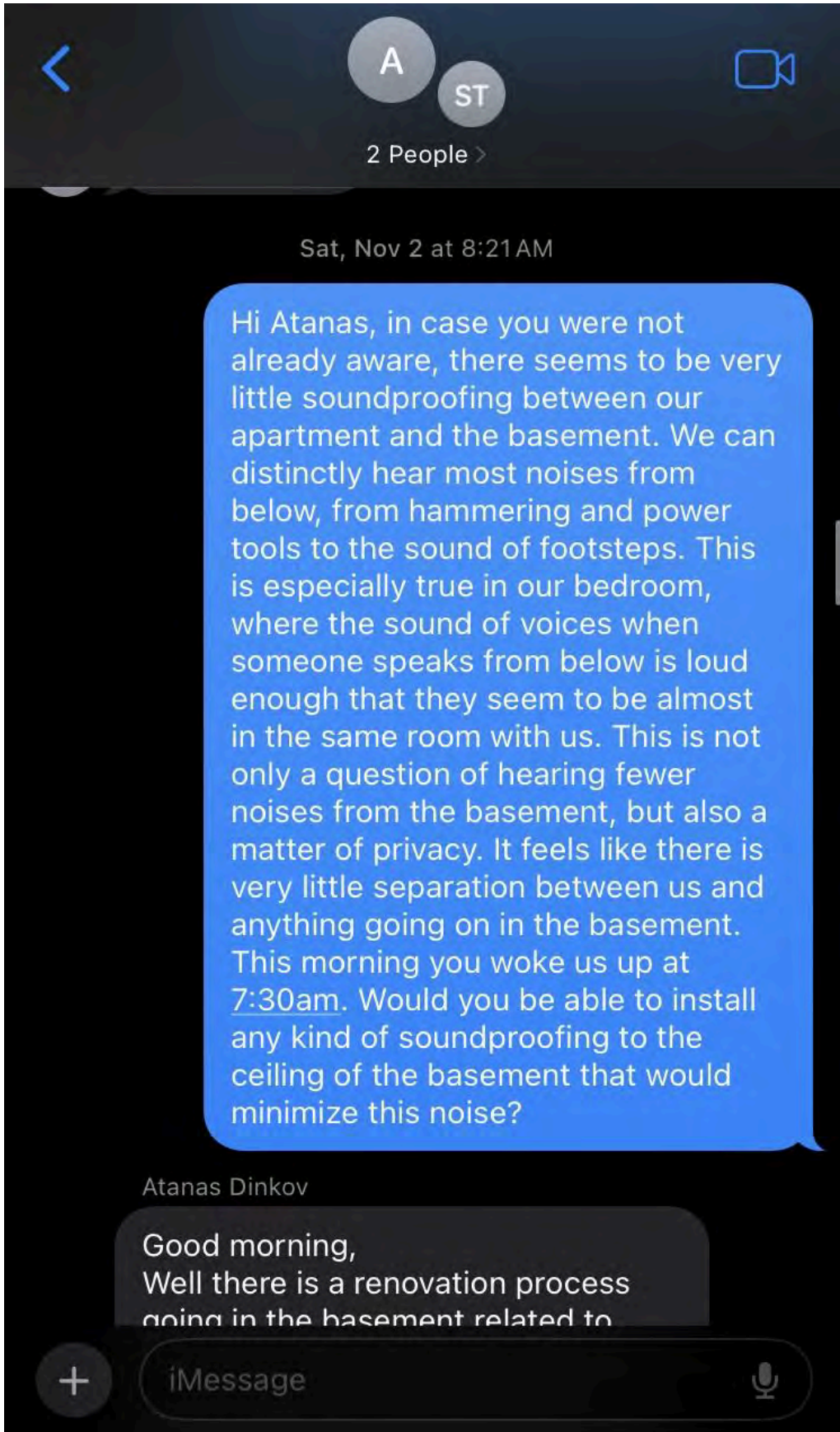
A

Hi there, I would like to inform you that I am improving the heating system. As you probably noticed there are major changes in the laundry room area. Based on some safety issues concerns and conversation with certified plumber the laundry room will not be available till end of the year. I will take \$15 off from your monthly rent till the laundry room is available. I apologize for the inconvenience. Let me know if you have any questions. Thank you.



iMessage





7:30am. Would you be able to install any kind of soundproofing to the ceiling of the basement that would minimize this noise?

Atanas Dinkov

Good morning,  
Well there is a renovation process going in the basement related to some fire codes requirements. I am doing my best to get it done as quickly as possible. There are will be some noises that you could hear for the next few months and I will ask all contractors to do their assignments after 10:00 am till about 08:00 pm. Yes there will be soundproofing ceiling installed but probably with in a month. I apologize I wake up this morning.

A



iMessage





Dylan Orr &lt;dorr@portlandmaine.gov&gt;

## Rent Board Public Hearing - 33 State St (CBL: 044-B-016-001)

2 messages

**Atanas Dinkov** <addinkov01@gmail.com>  
To: rentboard@portlandmaine.gov

Mon, Oct 27, 2025 at 12:10 PM

Hi there,

My name is Atanas Dinkov and I own the property located on 33 State St (CBL: 044-B-016-001) Portland Maine. I am reaching out regarding a request for a hearing submitted by Portland Tenants Union in regards to a potential violation of the City of Portland's Rent Stabilization Ordinance.

Please note that Portland Tenants Union has already notified Housing Safety/Permitting and Inspection department regarding potential violation of the City of Portland's Rent Stabilization Ordinance. As a result investigation was completed by Adam O'Conner (Rental Registration Inspector Licensing) that concluded the property located at [33 State Street](#) was owner-occupied as defined under Sec 6-150.1 of the City Code from January 2024 to present, exempting the property from Article XII.

All this started in May 2024 and I do not understand why I have to go through this again?

I am providing the following information in addition to investigation completed:

1. Amendment of Notice of Violation and Order to Correct
2. House inspection completed by Department of Planning and Urban Development CITY OF PORTLAND – please note this is a clear evidence Basement Unit was a Legal rentable unit including operational bathroom/shower and toilet.
3. Property data card – uploaded from City of Portland website. See towards the end of page This is an additional prove (besides Home inspection and two appraisals.) regarding Finished Basement status which is considered a livable area.
4. Extraction Bank statements regarding Venmo Payment – this is a proof I am paying \$500.00 per month for an Office space including parking plus \$70.00 for a Verizon phone line. Bank statements were provided to Adam O'Conner too.
5. CPA license for the state of Maine. – I need an office to complete my accounting work.
6. First pages of 2024 tax return and Tax Transcript showing my legal address 33 State street Portland ME.
7. Copy of Drivers License. - please note I changed my address beginig of the fiscal year 2024.
8. Copy of email from Portland Tenant Union insisting me paying \$35,937.50 to tenants and identifying my going forward rents. Just wondering does the union have the right to enforce City of Portland Housing Safety Department Notice of Violation?
9. Portland Tenants Union Constitution – Please see page 3/5 section Financial Reimbursement from Landlords and consider the reason and more specifically the incentives Portland Tenant Union is trying to receive. This file was downloanded from Portland Tenant Union website.
10. Link where the Portland Tenants Union Constitution was found.
11. Birth Certificate - explaining the reason I spent few months out of the country. I will provide copy of flight tickets if you would like.

Let me know if you have any additionla questions/requests.  
Plese confirm you have received this email and all files attached

Thank you.









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### 11 attachments

 **CPA License.pdf**  
166K

 **Bank stmts Venmo payments.docx**  
107K

 **ID.docx**  
488K

-  **Gmail - Fw\_ NOV for 33 State.pdf**  
639K
-  **Birth Certificate.pdf**  
1264K
-  **LINK Portland Tenants Union Constitution DRAFT link.docx**  
14K
-  **Property data card.pdf**  
51K
-  **PTU Constitution DRAFT (2025) - Google Docs.pdf**  
137K
-  **Amended 33 State Street Notice of Violation (1) - Copy.pdf**  
2205K
-  **Tax return.pdf**  
1530K
-  **33 State St Housing Inspection 4 units.pdf**  
3172K

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**Dylan Orr** <dorr@portlandmaine.gov>  
Cc: rentboard@portlandmaine.gov

Tue, Oct 28, 2025 at 11:30 AM

got it

Dylan Orr  
Rental Registration Coordinator  
City of Portland  
389 Congress St, Portland, ME  
207-874-8966  
[dorr@portlandmaine.gov](mailto:dorr@portlandmaine.gov)



[Quoted text hidden]



Dylan Orr &lt;dorr@portlandmaine.gov&gt;

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## Rent Board Public Hearing 33 State St - additional information

1 message

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**Atanas Dinkov** <addinkov01@gmail.com>  
To: rentboard@portlandmaine.gov

Thu, Oct 30, 2025 at 9:29 AM

Good morning,

I am providing additional information regarding my case.


I am kindly asking to consider Rule 80B of Maine Rules of Civil Procedure according to which each side of the case has the right to appeal a City of Portland decision to Superior Court within 30 days.

Portland Tenants Union DID NOT appeal City of Portland decision to Superior Court or to the Rent Board within the time frame (30 days) according to rule 80B which is explicitly stated within initial email and Notice of Violation by itself. (See attached)

Notice of Violation was issued on 07/17/2025 and Portland Tenants Union letter requesting public hearing is dated 09/25/2025. I believe this is about a 70 days time period without response. In my understanding if you do not appeal a Government decision within time frame defined in this case by Rule 80b of the Maine Rules of Civil Procedure you agree with it.

Thank you very much for your consideration.

---

 **Rule 80b.pdf**  
1160K



Atanas Dinkov <addinkov01@gmail.com>

**Amendment of Notice of Violation - 33 State St - RCD2500009**

12 messages

Rent Control- City of Portland <rentcontrol@portlandmaine.gov>  
To: Atanas Dinkov <addinkov01@gmail.com>

Thu, Jul 17, 2025 at 4:29 PM

The City of Portland Permitting and Inspections Department inspected the rental data for the rental unit at the above property 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 date set in the attached Notice of Violation. Please be advised that penalties will be applied if the violations are not corrected by that date.



**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.

--  
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.

**2 attachments**

-  **33 State Street Amendment to Notice of Violation (1).pdf**  
2476K
-  **33 State St Notice of Violation.pdf**  
192K





07/17/2025  
License #: LTR-006077-2024  
Code Case #: RCD2500009  
ATANAS DINKOV

## 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 **33 STATE ST PORTLAND, ME 04101** on **06/24/2025** 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 **08/16/2025**. 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](mailto: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

---

ATANAS DINKOV  
PO BOX 1453  
WELLS, ME 04090

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



07/17/2025

License #: LTR-006077-2024

Code Case #: **RCD2500009**

Atanas Dinkov  
33 State St  
Portland, ME 04101

**AMENDMENT OF NOTICE OF VIOLATION AND ORDER TO CORRECT**

A Notice of Violation and Order to Correct (NOV) was issued on 06/24/2025 and required the violations related to property at 33 State Street ("Property") to be corrected by 07/24/2025. The NOV alleged violations of Section 6-155 (d) (providing false information) and of Section 6-234(c) (improper rent increases) based, in part, on the finding that the Property was not owner-occupied prior to the Owner, Atanas Dinkov ("Owner"), moving into Unit 1 on or about April 15, 2025.

At the time of an on-site inspection on June 11, 2025, the Owner was residing in Unit 1. Unit 2 was being renovated, and Unit 3 was tenant occupied. The basement was also being renovated and was torn down to the studs. Given the condition of the basement, it was determined that the Owner could not have lived in the basement prior to moving into Unit 1. As a result, the City issued the NOV based on the premise that the Property was not owner-occupied when the Owner increased the rent in January 2024.

Following the issuance of the NOV, the Owner provided additional information which, after careful review and consideration, the City finds sufficiently demonstrates that the Owner resided at the Property from January 2024 to present and, therefore, the Property was exempt from Article XII of Chapter 6 of the City Code.

In reaching this conclusion, the City considered the following information from the Owner:

The Owner indicated that he resided at the Property from January 2024 to present. The Owner explained that a personal family situation required him to travel to and from his home country of Bulgaria. The Owner initially resided in Unit 1, then relocated to the basement of the Property, and moved back into Unit 1 after the unit was vacated on or about April 15, 2025.

The Owner also provided the following exculpatory information to support his contention that he resided at the Property at all times relevant to the NOV:

- A Home Inspection report dated 11/15/2023 from Square One Inspections, Matthew Tycz (inspector). The inspection report refers to the basement as "Finished". The report goes further to say, "Most of the basement ceilings, walls, and floors have been covered with interior finishing". The report contains photos of the basement in a finished state.
- An Appraisal of Real Property report dated 11/17/2023. The report contains photos of the basement in a finished state.



- An Appraisal of Real Property report dated 10/18/2024 from Class Valuation, Christina Strong (appraiser). The report refers to the basement as “finished”. The report contains photos of the basement in a finished state.
- A text message from a tenant to the Owner dated 11/2/2024 informing the Owner that the noise from the basement was disturbing them. The text states, “the sound of voices when someone speaks from below is loud enough that they seem to be almost in the same room with us.” The message also states, “This morning you woke us up at 7:30 am.”
- A Google Maps Street View photo dated December 2024 that shows the Owner’s car in front of the building.
- Three parking tickets with photos that show the Owner’s car in front of the building. The tickets are dated 2/6/2024, 5/20/2024, and 8/22/2024.
- A copy of the Owner’s vehicle registration showing the vehicle cited in the parking tickets is their registered vehicle.
- A signed letter dated 7/1/2025 from Dimitry Shevorski, resident of 31 State St, Apt 3, the letter states that in August 2024, the Owner told Mr. Shervorski he “will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there. Moving forward, I frequently saw him going in and out of that unit, lights being on there, and his car being parked by the building.”
- A signed letter dated 7/3/2025 from UPS driver Joe Dubber that states, “Based on how often I see him making deliveries on 33 State Street Portland ME and nearby I believe Atanas resides at 33 State Street Portland ME.”
- A signed letter dated 7/12/2025 from Donna Lewis of 62 Cherry Lane, Ogunquit, ME 03907. The letter states that “Atanas Dinkov rents a room in our house in Ogunquit, ME which he uses as a workspace from time to time. He pays us \$500 per month for the room and a parking space; plus \$70 per month for his Verizon phone line.” The Owner reports that he uses that space as his office to conduct his professional accounting work and does not live there.
- The Owner presented bank records showing a payment of \$570 from his Venmo account.
- The Owner had their own mailbox at the Property to receive correspondence.

Copies of the aforementioned documents are attached for reference. Given the documents and information provided by the Owner it can reasonably be assumed that the Property was **owner-occupied as defined** under Sec 6-150.1 of the City Code from January 2024 to present, exempting the property from Article XII.

The following violation(s) have been resolved as a result of the additional information received:

- Sec 6-155(d) – Providing False Information
  - At the time of the Short-Term Rental Registration, the information provided by the Owner was accurate. Article VI of the City code requires registration for new owners within 30 days of purchase, but does not require the City to be notified if an owner vacates the occupied unit. There is no evidence that the Owner rented Unit 1 as a Short-Term Rental while it was occupied by the long-term tenant.
  - One count of providing false information will remain for Long-Term Registration. The penalty for which is \$1,000.
  - Unit 1 was not properly registered as a Long-Term Rental in 2024 or 2025. The Owner will be required to register the unit for those years and pay all applicable fees and penalties.



- Sec 6-234(c) – Increase in Rent of over 10%
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
- Sec 6-236 – Termination of Tenancy
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
  - The Owner provided the 30-day minimum notice as required by the State of Maine.
- Sec 6-234(f) – Remedy
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
  - As an exempt property, no rent overcharges remain.

In conclusion, the Owner has demonstrated through contemporaneous documentation and signed letters that the property was owner-occupied at all times relevant to the NOV. A new Notice of Violation has been issued with the current violations and sent to the Owner.

Thank you,

A handwritten signature in blue ink, appearing to read "Adam O'Connor", is written over a horizontal line.

Adam O'Connor  
Rental Registration Inspector



## HOME INSPECTION

33 State St  
Portland, ME 04101

Atanas Dinkov

11/15/2023



Inspector

**Matthew Tycz**

Square One Inspections

(207) 837-1600, (207) 837-1600

tycz@squareonemaine.com

# 7: BASEMENT, FOUNDATION, CRAWLSPACE & STRUCTURE

		IN	NI	NP	O
7.1	General	X			
7.2	Foundation	X			X
7.3	First Floor Structure	X			
7.4	Basement Access	X			
7.5	Vapor Barrier			X	
7.6	Water Intrusion			X	
7.7	Pests			X	
7.8	Windows	X			X

IN = Inspected    NI = Not Inspected    NP = Not Present    O = Observations

## Information

### Foundation: Foundation Material

Brick, Unknown

### Foundation:

Basement/Crawlspace Floor  
Material  
Concrete

### Foundation: Columns or Piers Supporting Walls

### First Floor Structure: Flooring Insulation

None

### First Floor Structure: Material

Wood Joists, Wood Beams

### Basement Access: Basement/Crawlspace Access from Interior

None

### Basement Access:

#### Basement/Crawlspace Exterior Entrance

Door

### General: Finished Basement

Most of the basement ceilings, walls, and floors have been covered with interior finishings; only a small section of the concrete can be seen. Most of the finishings are old and/or damaged; recommend removing anything absorbent or damaged.



## Observations

# APPRAISAL OF REAL PROPERTY



## LOCATED AT

33 State St  
Portland, ME 04101  
CCRD Book 35230 Page 147

## FOR

Androscoggin Bank  
P.O. Box 1407  
Lewiston, ME 04243

## OPINION OF VALUE

645,000

## AS OF

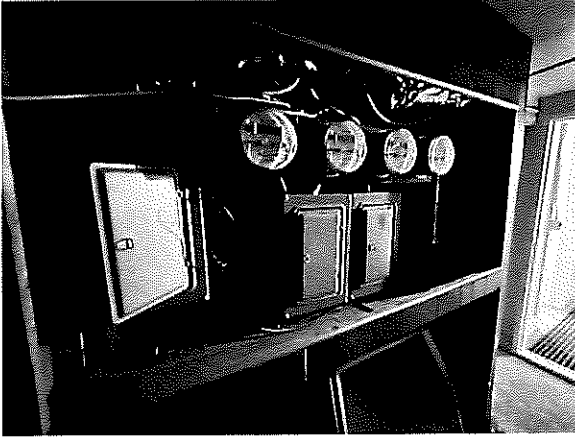
11/17/2023

## TABLE OF CONTENTS

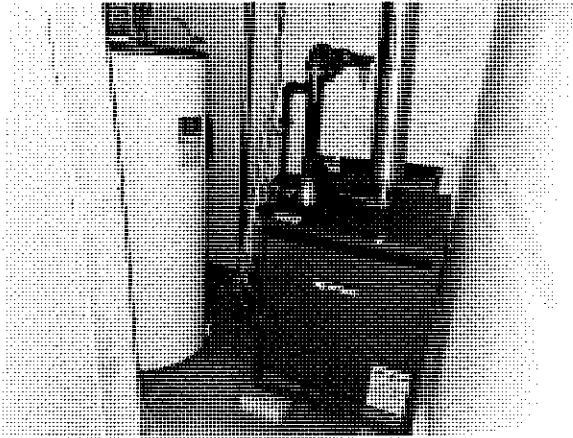
Letter of Transmittal .....	1
Small Income .....	2
General Text Addendum .....	9
Operating Income Statement .....	12
3 Unit Market Analysis .....	14
Subject Photos .....	15
Basement .....	16
Unit 1 .....	17
Unit 2 .....	18
Unit 3 .....	19
Building Sketch .....	20
Aerial Map .....	21
Realist Map .....	22
Tax Map .....	23
Comparable Photos 1-3 .....	24
Rentals Photos 1-3 .....	25
Location Map .....	26
USPAP Compliance Addendum .....	27
License .....	28
Insurance .....	29

## Basement

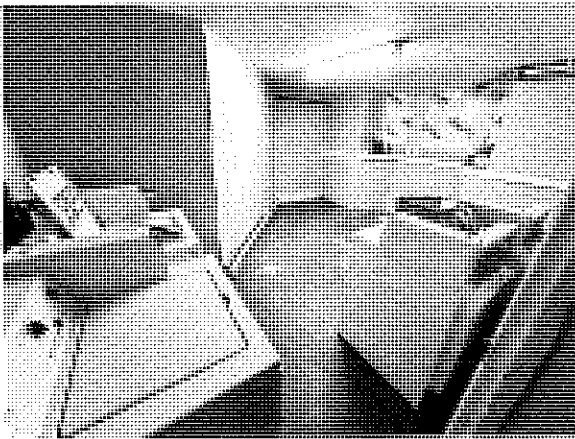
Borrower	Atanas Dinkov						
Property Address	33 State St						
City	Portland	County	Cumberland	State	ME	Zip Code	04101
Lender/Client	Androscoggin Bank						



**Meters**



**Furnace**



**Laundry Room**



<b>Property Location:</b>	33 State St Portland, ME 04101 Book: 40556, Page: 78 CCRD - Portland, ME: 01/05/2024
<b>Borrower:</b>	Atana Dimitrov Dinkov
<b>Lender:</b>	Androscoggin Bank P.O. Box 1407 Lewiston, ME 04243
<b>Opinion of Value:</b>	690,000
<b>Effective Date:</b>	10/18/2024
<b>Prepared By:</b>	Christina J Strong 248-955-9580 cstrong@classvaluation.com

Quality of Construction: Adjustments for quality take into consideration both the exterior and interior quality of workmanship and materials. As the adjustment is a lump adjustment that considers overall quality characteristics of the property. Homes within the same quality class may have some differences in overall quality where adjustments are made to reflect material differences based on market preferences for differences in quality characteristics. Small differences within the same quality class are usually adjusted within the "Upgrades/Features" section of the grid with large adjustments made to reflect significant quality class differences. Cost data is used as a guide in developing the quality adjustments as measured by market activity reflected in the comparable sales that are provided. All comps considered similar in quality of construction to the subject; no adjustments warranted.

Age/Condition: Age and condition are evaluated separately. Condition is made to reflect the overall maintenance and appeal to the market based on overall condition. The total adjustment for age and condition are within the typical range. C2 is adjusted for inferior condition, including less updating than the subject.

Room Count/Bathrooms: Bedroom or Total Room count adjustments are only applied when the room count has a material impact on the value of the property. In most cases the Gross Living Area adjustment adequately reflects differences in room count. Often a buyer will prefer fewer rooms that are larger where the total rooms or bedrooms has a minimal impact on value. Typically the market will pay a premium for additional bathrooms. While there can be variation depending on the quality and extent of the bathroom improvements. No bathroom adjustments warranted. Bedrooms were adjusted at \$3,000 per bedroom based on a paired sales analysis that suggested a range of \$3,000-7,500 per bedroom.

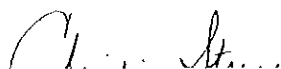
Gross Living Area (GLA): GLA is adjusted on the basis of the square footage difference of the above-grade living area. The GLA adjustment is applied based on the estimated replacement cost new of the subject property less all forms of depreciation. Above-grade area is adjusted where there is more than 100 square foot difference in GLA. The allocated size adjustments are generally consistent with paired sales with a sensitivity or depreciated cost analysis used to insure the adjustments are consistent with market activity. GLA adjusted at \$55/sf (based on a paired sale analysis that yielded a range of \$45-\$65/sf).

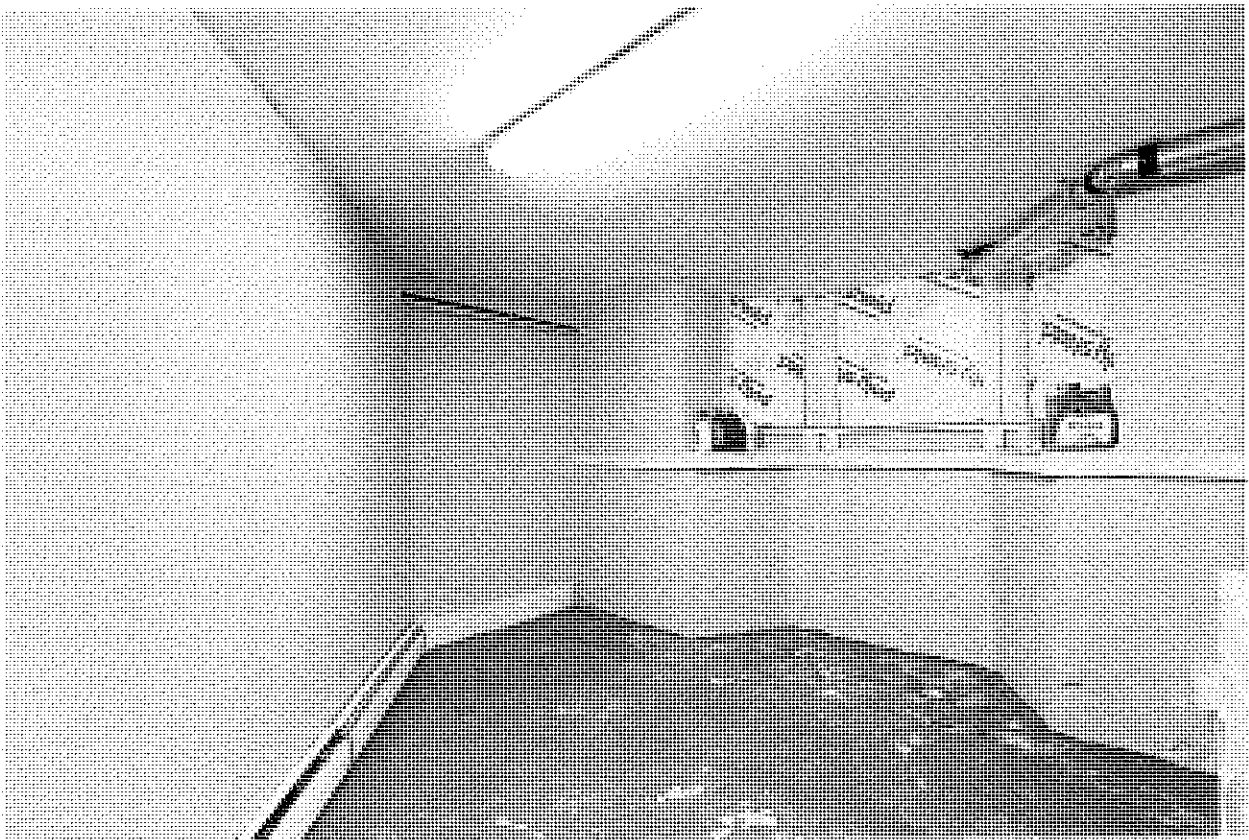
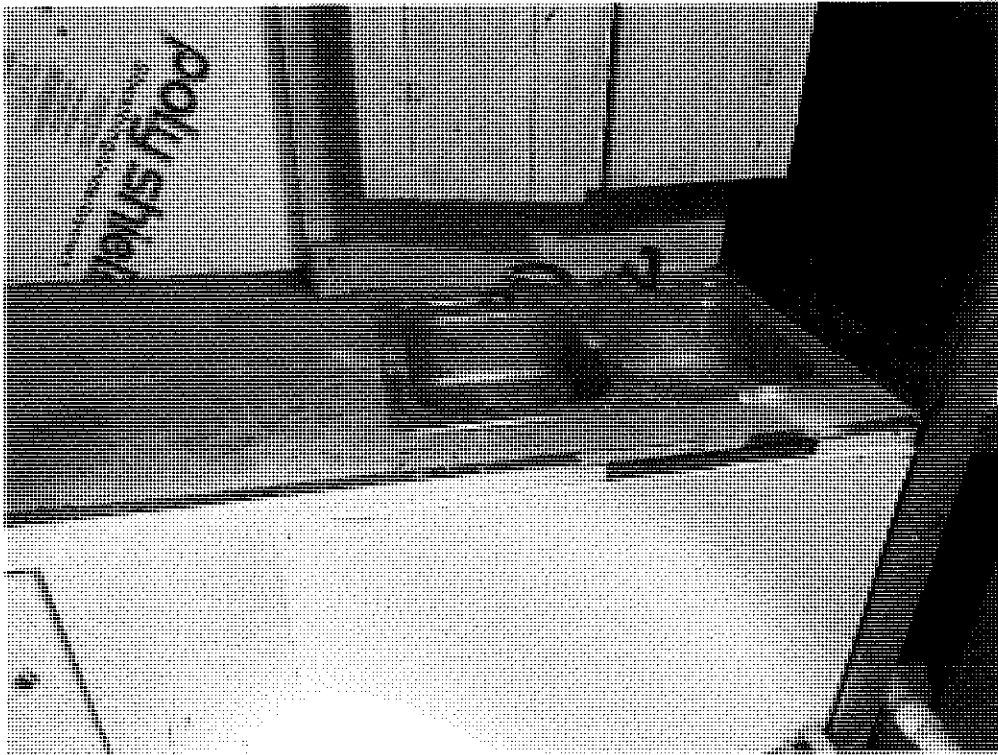
The subject's partially finished basement includes a laundry room (coin laundry machines). The finished basement space was calculated on a value per square foot. A paired analysis revealed a contributory range of \$10-\$25/sf. Appraiser reconciled at \$12/sf for the contributory value of subject's finished basement space.

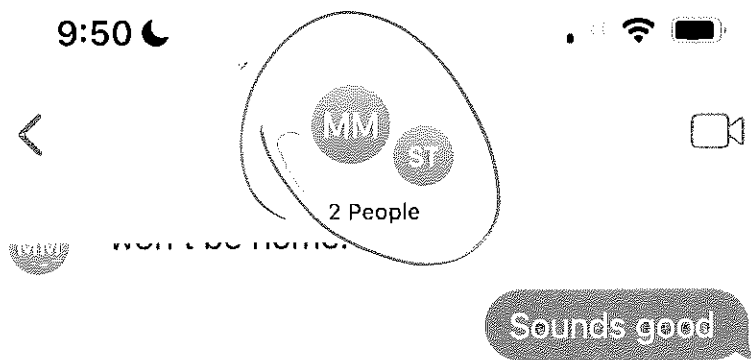
Garage/Carport: Adjustments for garages and/or carports take into consideration two factors; the size of the garage and the number of cars the facility can park. Typically a garage will contribute more per car depending on the size, finish, and quality. Carports tend to be between 50% - 60% of the garage cost. Tandem garages are rated as inferior when compared to side by side 3-Car garages. Typical garage bays are from 200 to 300 square feet per car. All comparables have similar off-street parking, warranting no adjustments.

Porches/Patios/Decks: Adjustments in this section of the grid consider porches, patios, decks, and related improvements that are part of the structure, but not considered in the GLA, Basement, or Garage/Carport adjustments. This adjustment is made on a net basis considering condition, quality, and size. Note that adjustments for amenities are an indication of what the market is willing to pay for those amenities (not the actual cost).

My opinion of value of the Fee Simple Interest of the Subject is \$690,000 as of the effective date of 10/18/2024. All comps are weighted equally. This value is based exclusively in the results from the Sales Comparison Approach. The opinion of value is consistent with the results of the Cost Approach (within the limits of precision of that method) and the prior sales data.







Sat, Nov 2 at 8:21 AM

Marietta State Mallon

Hi Atanas, in case you were not already aware, there seems to be very little soundproofing between our apartment and the basement. We can distinctly hear most noises from below, from hammering and power tools to the sound of footsteps. This is especially true in our bedroom, where the sound of voices when someone speaks from below is loud enough that they seem to be almost in the same room with us. This is not only a question of hearing fewer noises from the basement, but also a matter of privacy. It feels like there is very little separation between us and anything going on in the basement. This morning you woke us up at 7:30am. Would you be able to install any kind of soundproofing to the ceiling of the basement that would minimize this noise?



Message





More Information



Citation Number: 68384972

Created: 02/06/2024

Location: West End

License Plate: (ME) 9097UT

Citation Type: (4) No Parking This Side of Street

Vehicle Make: Volkswagen

Vehicle Model: Other

Officer: 852

Street: STATE ST (2)

**Total Fine: \$35.00**

**Photos:**



Close

Print

Citation Number: 79751404  
Created: 05/20/2025  
Location: Old Port  
License Plate: (ME) 9097UT  
Citation Type: (4) No Parking This Side of Street  
Vehicle Make: Volkswagen  
Vehicle Model: Jetta  
Officer: 857  
Street: STATE ST (2)

**Notes**

Street Maintenance Restriction

**Total Fine:**

**\$40.00**

**Appeal Information**

You cannot appeal any more. Past the appeal date.

**Photos:**



Created: 08/22/2024  
Location: West End  
License Plate: (ME) 9097UT  
Citation Type: (E) No Parking Zone  
Vehicle Make: Volkswagen  
Vehicle Model: Jetta  
Officer: 854  
Street: STATE ST (2)

**Total Fine: \$40.00**

### Appeal Information

You cannot appeal any more. Past the appeal date.

### Photos:



Close

Print

Pay

## Citation Results

Search / Step 1

### Select Citation [or Payment Plan] to Pay or Appeal

The following citation(s) were found for the information entered. Please verify the citations you would like to pay or appeal and select options.

#### CITATIONS

**#79751404 \$40.00**

(4) No Parking This Side of Street

Issue Date 05/20/2025

Plate 9097UT

[View More Information](#)

Pay

**#72994524 \$40.00**

(E) No Parking Zone

Issue Date 08/22/2024

Plate 9097UT

[View More Information](#)

Pay

**#68384972 \$35.00**

(4) No Parking This Side of Street

Issue Date 02/06/2024

Plate 9097UT

[View More Information](#)

Paid

CUMBERLAND CNTY

State of Maine Vehicle Registration Mileage 153,000

Eff Date is Validation Date But Not Prior To 07/01/2024

Expires 07/31/2025

Insurance

*DM*

CLASS	REGISTRATION NUMBER
PC	9097UT

VIN 3VWD17AJXFM212387	YEAR 2015	MAKE VOLK	MODEL JETTA	COLOR GY	STYLE 4D	TIRES	AX IS	NET WEIGHT	REGISTERED WEIGHT	FUEL G	
REGISTRANT(S) DINKOV, ATANAS D			DOB/ISSID # 04/14/1984		Base Mile Rate Local Ex Tax ExTx Bal ExTx Date Fees Agent Fee		94 995 0040 99 98 99 98 08/12/2024 35 00 5 00				
LESSOR		UNIT #	DOT #								
MAILING ADDRESS PO BOX 1453  WELLS ME 04090			Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139 98 29762674								
LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND		LEGAL RESIDENCE CODE 05170 ME									
Tax Receipt # 29762674		PT _____		Sticker # (M) _____		(Y) 25D 2131969		User Id DM		E Re-reg	



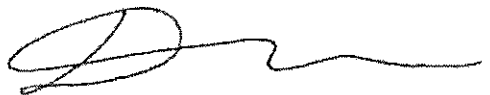
MVR-3E Rev 08/2016 REGISTRATION

www.maine.gov/sos

To Whom It May Concern:

My name is Dimitry Shevovski. I live at 31 State St, apt 3, Portland, ME 04101. I can confirm that I saw Atanas regularly around the building ever since he bought his building. And in the beginning of August 2024, he told me that I will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there.

Moving forward, I frequently saw him going in and out of that unit, lights being on there and his car being parked by the building.

 07/01/2025

To whom it may concern

My name is Joe Dubbert. I am a Delivery Driver at UPS and I deliver packages mainly in Portland Maine including addresses on State Street. I had the pleasure to meet Atanas this winter when he offered help regarding delivery of heavy package in to his basement. He is very friendly and always offers help. As you can imagine I make deliveries every day on State Street and I would like to assure you we wave to each other probably few times a week. Based on how often I see him making deliveries on 33 State Street Portland ME and near by I believe Atanas resides at 33 State Street Portland ME.

Let me know if you have any questions.

Date: 7-3-25

Signature:

Joe Dubbert

July 12, 2025

To Whom it May Concern,

Anatas Dinkov rents a room in our house in Ogunquit, ME, which he uses as work space from time to time.

He pays us \$500 per month for the room and a parking space; plus \$70 per month for his Verizon phone line.

He has no lease, but is a Tenant at Will with an expectation of 30 days notice.

Sincerely,

*Donna L. Lewis*

Donna Lewis  
62 Cherry Lane  
Ogunquit, ME 03907

Please see pages: 6/8 and 8/8

Note: This is a clear evidence Basement Unit was a Legal rentable unit including operational bathroom/shower and toilet.



CITY OF PORTLAND

JOSEPH E. GRAY, JR.  
DIRECTOR OF PLANNING  
AND URBAN DEVELOPMENT

June 23, 1983

Dwelling units 4

DU: 4

Mr. Robert A. McDougal  
P.O. Box 1744  
Portland, Maine 04164

Re: 33 State St. 4-B-16 NDP

The Housing Inspections Division of the Department of Planning & Urban Development has recently completed an overall inspection of your property.

Congratulations are extended to you for the general condition of your property which was found to meet the standards established by the City's Housing Code.

Good maintenance is the best way to protect the value of your property and neighborhood.

Please feel free to call on us if we can be of assistance to you.

Sincerely yours,  
Joseph E. Gray, Jr., Director of  
Planning & Urban Development

By Lyle A. Hoyes  
Lyle A. Hoyes  
Inspection Services Division

M. Schmuckal  
Code Enforcement Officer - M. Schmuckal (3)

ju

City of Portland

Check off Sheet  
STRUCTURE INSPECTION SCHEDULE

Housing Inspection Division

1) Insp. Name Schwartz

2) Insp. Date	3) Insp. Type	4) Proj. Code	5) Assr. #	Chart	6) Bl.	7) Lot	8) Census: Tract	9) Blk.	10) Insp.	11) Form No.	
6-1-83	5-MCA		74		25	16					
12) House No.	13) Sec. W. No.	14) Suff.	15) Direct.	16) Street Name			17) St. Design.				
33				SIAIS			Street				
18) Owner or Agent: <u>Robert A. McISough</u>							19) Status	20) Bldg's Rat.			
21) Address: <u>PO BOX 1541</u>							ABO	1			
22) City and State: <u>Portland, Ore.</u>							Zip Code <u>07104</u>				

23) D. Units	24) Occ. D. U.'s	25) Rm. Units	26) Occ. R. U.	27) No. Occupants	28) Com' U.	29) Bldg. Type	30) Stories	31) Const. Mat.	32) O. B's
4	3					AT	3	BRICK	
33) C. U.	34) Pho.	35) Zoned For	36) Actual Land Use	37) D. D.	38) Lks. Ad. Bth. Fac.	39) Disp.	40) Closing Date		
					Yes No				

EXTERIOR - Structure		Cd. Viol.	INTERIOR - Struc.		Cd. Viol.
Foundation	EX/FO	3a	Lighting		8
Walls	EX/WA	3a	Ele. Wiring	EW	8e
Roof	LO	3a	Floors	FL	3b
Porch	PO	3d	Walls	IN/WA	3b
Stairs	EX/SK	3d	Ceilings	CE	3b
Steps	SP	3d	Windows	IN/WI	3c
Doors	DO	3c	Airshafts	AS	3c
Windows	EX/WI	3c	Roof Rafters	ROR	3a
Eaves	EA	3a	Sanitation	SAN	4e
Trim	TR	3a	Stairways	IN/SRW	3d
Chimney	EX/CH	3a	Stair Treads	SRT	3d
Gutters	GU	3a	Wastelines	WSL	6d
Roof Drains	RD	3a	Supply Lines	SUL	6c
Bulkhead	BU	3d	Stacks	ST	3e
Outbuildings	GR - SH	4e	Flues	FU	3e
Yard	YA	4d	Vents	VE	3e
Garbage	GA	4d	Chimney	IN/CH	3e
Rubbish	RU	4d	Heating Equip. Furnace - FU	Spaceheater - SPH	9c
Containers	CO	4d	Bsmt. Sanitation Litter - LI	Debris - DE	4b
Drainage	DR	3a	Dampness - DM		3a
Infestation	IN-CR-FL	4e	Lighting	BS/LI	8c
Rats	RA	4e	Elec. Panel	EL/PA	8e
Other		4e	Stairs	BS/SR	3d
Fire Escape	FE	10	Foundation	IN/FO	3a
Dual Egress	DE	10	Floor Joists	FL/JO	3a
Driveways	DW		Carrying Timbers	CA/TI	3a
Walks	WA		Sills	SI	3a
Fences	FN		Basement Ceiling	BDU	5f

Remarks on reverse side



City of Portland

DWELLING UNIT SCHEDULE

Housing Inspection Division

INSP DATE

6-7-03

INSP FORM NO.

TENANTS NAME

FLR.# LOCATION RMC.TP. #RMS. #PEO. #ALL'D SLRRM.

2nd ENL 3 1

Child Un.10 Child 1-6 + Lead Survey - Results Rent Rent Code Furn Hot Water Dual Egrs. CK'ng. Heat Lav. Bath Flusl.

YES OFF FL PB R

KITCHEN CODE BATHROOM CODE
Plaster - L, C, H, - Ceiling/Walls 3(b)
Windows - loose, broken glass, glaze 3(c)
Sash/Frames - broken, missing, worn 3(c)
Floor - loose, worn, dam., buckled 3(b)
Doors - Knob/Ik - missing - Panels/Frames dam. 3(b)
Counter/Stor. Space Yes No
Sink - chipped, cracked, leaks 6(d)
Range - improper stack, fluc, vent 3(e)
Refrigerator Space Yes No
Plumbing (a) 6(a) Water Supply Hot Cold
Electrical (a)
Sanitation (a)

LIVING ROOM CODE DINING ROOM CODE
Plaster - L, C, H, - Ceiling/Walls 3(b)
Windows - loose, broken, glaze 3(c)
Sash/Frames - broken, missing, worn 3(c)
Floor - loose, worn, damaged 3(b)
Door - knob/ik - missing - Panels/Frames dam. 3(b)
Electrical (c)
Sanitation (c)

Bedrooms and/or other rooms
Plaster - L, C, H, - Ceiling/Walls 3(b)
Windows - loose, broken, glaze 3(c)
Sash/Frames - broken, missing, worn 3(c)
Floors - loose, worn, damaged 3(b)
Door - knobs/ik - missing - Panels/Frames dam. 3(b)
Electrical (e)
Sanitation (e)
Clothes Closet Yes No

Plumbing Electrical Sanitation - Vermin O R

REMARKS:

City of Portland

DWELLING UNIT SCHEDULE

Housing Inspection Division

INSP DATE

6-7-83

INSP

FORM NO.

FLR.# LOCATION RMG.TP. #RMS. #PEO. #ALL'D SLPRM.

3rd ENT 3 1

TENANTS NAME

Child Un. 10 Child 1-6 + Lead Survey - Results Rent Rent Code Furn Hot Water Dual Eqs. Ck'rg. Heat Lav. Bath Flush

KITCHEN
Plaster - L, C, M, - Ceiling/Walls
Windows - loose, broken glass, glaze
Sash/Frames - broken, missing, worn
Floor - loose, worn, dam., buckled
Doors - knob/lk - missing - Panels/Frames dam.
Counter/Stor. Space Yes No
Sink - chipped, cracked, leaks
Range - improper stack, flue, vent
Refrigerator Space Yes No
Plumbing (a) 6(a) Water Supply Hot Cold
Electrical (a)
Sanitation (a)

LIVING ROOM
Plaster - L, C, M, - Ceiling/Walls
Windows - loose, broken, glaze
Sash/Frames - broken, missing, worn
Floor - loose, worn, damaged
Door - knob/lk - missing - Panels/Frames dam.
Electrical (c)
Sanitation (c)

Bedrooms and/or other rooms
Plaster - L, C, M - Ceiling/Walls
Windows - Loose, broken, glaze
Sash/Frames - broken, missing, worn
Floors - loose, worn, damaged
Door - knob/lk - missing - Panels/Frames dam.
Electrical (e)
Sanitation (e)
Clothes Closet Yes No
Sanitation - Vermin O R

Plumbing Electrical

REMARKS:

Basement

#33

City of Portland

Housing Inspection Division

DWELLING UNIT SCHEDULE

INSP DATE

6-7-93

INSP FORM NO.

TENANTS NAME

FLR.#	LOCATION	RMG. TP.	#RMS.	#PEO.	#ALL'D	SLPRM.
BASE	ENTIRE		3			

Child Un. 10	Child 1-6	+ Lead Survey - Results	Rent	Rent Code	Furn	Hot Water	Dual Egrs.	Ck'ng.	Heat	Lav.	Bath	Flush
			260				YES		OFF	1/L	P/B	P/F

KITCHEN	CODE	BATHR	CODE
( ) Plaster - L, C, M, - Ceiling/Walls	3(b)	( ) Plaster - L, C, M - Ceiling/Walls	3(b)
( ) Windows - loose, broken glass, glaze	3(c)	( ) Window - loose, broken glass, glaze	3(c)
( ) Sash/Frames - broken, missing, worn	3(c)	( ) Sash/Frames - broken, missing, worn	3(c)
( ) Floor - loose, worn, dam., buckled	3(b)	( ) Floor - loose, worn, dam., buckled	3(b)
( ) Doors - knob/lk - missing - Panels/Frames dam.	3(b)	( ) Door - knob/lk - missing - Panels/Frames dam.	3(b)
( ) Counter/Stor. Space Yes No		( ) Toilet - brkn, loose, leaks, Seat, l'se crkd.	6(d)
( ) Sink - chipped, cracked, leaks	6(d)	( ) Lavatory - chipped, crkd, leaks, trap leaks	6(d)
( ) Range - improper stack, flue, vent	3(e)	( ) Bathtub/Shower - leaks cross connection	6(d)
( ) Refrigerator Space Yes No		( ) Ventilation Yes No	7
( ) Plumbing (a) 6(a) Water Supply Hot Cold	6(c)	( ) Plumbing (b) 6(a) Water Supply Hot Cold	6(c)
( ) Electrical (a)		( ) Electrical (b)	
( ) Sanitation (a)		( ) Sanitation (b)	

LIVING ROOM	CODE	DINING ROOM	CODE
( ) Plaster - L, C, M, - Ceiling/Walls	3(b)	( ) Plaster - L, C, M - Ceiling/Walls	3(b)
( ) Windows - loose, broken, glaze	3(c)	( ) Windows - loose, broken, glaze	3(c)
( ) Sash/Frames - broken, missing, worn	3(c)	( ) Sash/Frames - broken, missing, worn	3(c)
( ) Floor - loose, worn, damaged	3(b)	( ) Floor - loose, worn, damaged	3(b)
( ) Door - knob/lk - missing - Panels/Frames dam.	3(b)	( ) Doors - Knobs/lk - missing, Panels/Frames dam.	3(b)
( ) Electrical (c)		( ) Electrical (d)	
( ) Sanitation (c)		( ) Sanitation (d)	

Bedrooms and/or other rooms	Code
( ) Plaster - L, C, M - Ceiling/Walls	3(b)
( ) Windows - Loose, broken, glaze	3(c)
( ) Sash/Frames - broken, missing, worn	3(c)
( ) Floors - loose, worn, damaged	3(b)
( ) Door - knobs/lk - missing - Panels/Frames dam.	3(b)
( ) Electrical (e)	
( ) Sanitation (e)	
( ) Clothes Closet Yes No	

Plumbing	Electrical	Sanitation - Vermin 0 R
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REMARKS: HAS Snake Det.

CERTIFICATE  
OF  
COMPLIANCE ✓

CITY OF PORTLAND

May 8, 1978

Department of Neighborhood Conservation  
Housing Inspections Division  
Telephone: 775-5451 - Extension 448 - 358

Mr. Robert A. McDougal  
47 West Street  
Portland, Maine 04102

Re: Premises located at 33 State Street, Portland, Maine NCP-NDP 44-E-15

Dear Mr. McDougal:

A re-inspection of the premises noted above was made on May 5, 1978  
by Housing Inspector Gough.

This is to certify that you have complied with our request to correct the violation of the Municipal Codes relating to housing conditions as described in our "Notice of Housing Conditions" dated Aug. 18, 1977.

Thank you for your cooperation and your efforts to help us maintain decent, safe and sanitary housing for all Portland residents.

In order to aid in the preservation of Portland's existing housing inventory, it shall be the policy of this department to inspect each residential building at least once every five years. Although a property is subject to re-inspection at any time during the said five year period, the next regular inspection of this property is scheduled for 1983.

Sincerely yours,  
Joseph E. Gray, Jr., Director  
Neighborhood Conservation

By Lyle D. Noyes  
Lyle D. Noyes,  
Chief of Housing Inspections

Inspector M. Gough

NOTICE OF HOUSING CONDITIONS

Four dwelling units

DU 4

City of Portland  
Department of Neighborhood Conservation  
Housing Inspections Division  
Tel. 775-5451 - Ext. 448 - 358

Ch.-Bl.-Lot: 44-B-16  
Location: 33 State Street  
Project: MCP-NDP  
Issued: 8-18-77  
Expired: 11-18-77

Mr. Robert A. McDougal  
47 West Street  
Portland, Maine 04102

OK  
5/1/78

Dear Mr. McDougal:

An examination was made of the premises at 33 State Street, Portland, Maine, by Housing Inspector Gough. Violations of Municipal Codes relating to housing conditions were found as described in detail below.

In accordance with provisions of the above mentioned Codes, you are requested to correct these defects on or before November 18, 1977. You may contact this office to arrange a satisfactory repair schedule if you are unable to make such repairs within the specified time. We will assume the repairs to be in progress if we do not hear from you within ten days from this date and, on reinspection within the time set forth above, will anticipate that the premises have been brought into compliance with Code Standards. Please contact this office if you have any questions regarding this Notice.

Your cooperation will help this Department in its goal to maintain all Portland residents in decent, safe and sanitary housing.

Very truly yours,

Joseph E. Gray, Jr. Director  
Neighborhood Conservation

Inspector M. Gough

By Lyle D. Noyes  
Lyle D. Noyes  
Chief of Housing Inspections

EXISTING VIOLATIONS OF CHAPTER 307 - "MINIMUM STANDARDS FOR HOUSING" - Section(s)

- ~~1. FRONT AND REAR ROOF - repair or replace the loose and leaking gutters and eave members. 3-a~~
- ~~2. SECOND FLOOR FRONT HALL - window - repair broken glass. 3-c~~
- ~~3. CELLAR - repair inoperative gas burner on furnace. 9-a~~
- Basement Dwelling Unit** ← **Basement dwelling unit.**
- ~~4. FRONT HALL - door - repair loose casing. 3-c~~
- ~~5. KITCHEN - window - repair or replace the loose and rotted sash. 3-c~~
- First Floor**
- ~~6. BEDROOM AND BATHROOM - windows - repair or replace the loose and rotted windows. 3-c~~
- Third Floor**
- ~~7. BEDROOM, KITCHEN AND LIVING ROOM - windows - repair or replace the loose and rotted sash. 3-c~~

We suggest that you contact the City of Portland Building Department, tel. 775-5451 - to determine if any of the items listed above require a building or alteration permit.

**PARID: 044 B016001**  
**GAY ERIC H AND HEATHER GAY JTS**

**33 STATE ST**

Parcel

Parcel ID 044 B016001  
 Property Location **33 STATE ST**  
 Unit  
 Living Unit 3  
 Land Use Code 13 - THREE FAMILY

Land Area (acreage)  
 Land Area (square footage) .0436  
 Notes 1899  
 44-B-16  
 STATE ST 33  
 1901 SF

Utilities  
 1 - ALL PUBLIC  
 -  
 -

Owners

Owner GAY ERIC H &  
 HEATHER GAY JTS  
 Address 33 STATE ST  
 City, State, Zip PORTLAND ME 04101  
 Deed Date 10/19/2018  
 Book 35230  
 Page 147

Assessed Values

Land \$197,900  
 Building \$375,200  
 Total \$573,100  
 Homestead / Veterans Exemption \$0  
 Other Exemptions \$0  
**Taxable Value \$573,100**

Sales History

Date	Price	Grantee	Grantor	Book	Page
10/19/2018	\$350,000	GAY ERIC H &	CBPC HOLDINGS LLC	35230	147
04/16/2010	\$330,000	CBPC HOLDINGS LLC	MID-TOWN PROPERTIES LLC	27715	023
05/20/2009	\$0	MID-TOWN PROPERTIES LLC	SIMPSON WILLIAM P	26907	165
03/25/2008	\$0	SIMPSON WILLIAM P		25917	129
11/16/2007	\$0	MID-TOWN PROPERTIES LLC		25624	059

Residential

Card 1  
 Style OLD STYLE  
 Year Built 1900  
 Stories 3  
 Attic 1 - NONE  
 Fuel Type 4 - OIL  
 Heat System 5 - STEAM  
 Heat/AC Type 2 - BASIC  
 Fireplaces 1  
 Total Rooms 15  
 Bedrooms 6  
 Full Baths 3  
 Half Baths  
**Basement 4 - FULL**  
 Basement Garage Spaces  
**Finished Basement Area 200**  
 Basement Rec Room Area  
 Unfinished/Cathedral Area  
 Living Area 1,973

Assessment History

Year	Land	Building	Total	Standard Exemption	Other Exemption	Taxable Value
2023	\$197,900	\$375,200	\$573,100	\$0	\$0	\$573,100
2022	\$197,900	\$375,200	\$573,100	\$0	\$0	\$573,100
2021	\$197,900	\$375,200	\$573,100	\$0	\$0	\$573,100
2020	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2019	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2018	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2017	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2016	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2015	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100
2014	\$133,100	\$120,000	\$253,100	\$0	\$0	\$253,100

01/03/24	VENMO	DES.PAYMENT	ID:1031666548071	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
02/06/24	VENMO	DES.PAYMENT	ID:1032349262453	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
03/05/24	VENMO	DES.PAYMENT	ID:1032925135244	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
04/03/24	VENMO	DES.PAYMENT	ID:1033516165654	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
05/02/24	VENMO	DES.PAYMENT	ID:1034115362030	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
06/03/24	VENMO	DES.PAYMENT	ID:1034750341584	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
07/03/24	VENMO	DES.PAYMENT	ID:1035398076533	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
08/05/24	VENMO	DES.PAYMENT	ID:1036061271531	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

**Withdrawals and other subtractions - continued**

Date	Description					Amount
09/04/24	VENMO	DES.PAYMENT	ID:1036694075736	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
10/02/24	VENMO	DES.PAYMENT	ID:1037276451759	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
ID:1016000001 PPD						
11/04/24	VENMO	DES.PAYMENT	ID:1037947492869	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				
<hr/>						
11/25/24	VENMO	DES.PAYMENT	ID:1038412421660	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				



**State of Maine**  
**DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION**  
**OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION**  
**BOARD OF ACCOUNTANCY**

**License Number CP10739**

Be it known that

**ATANAS DIMITROV DINKOV**

has qualified as required by Title 32 MRS Chapter 113 and is licensed as:

**CERTIFIED PUBLIC ACCOUNTANT**



Joan F. Cohen, Commissioner

**ISSUE DATE**  
September 30, 2025

**EXPIRATION DATE**  
September 30, 2026

✂ Detach



**STATE OF MAINE**  
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
 OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
 BOARD OF ACCOUNTANCY

License Number CP10739  
**ATANAS DIMITROV DINKOV**  
 CERTIFIED PUBLIC ACCOUNTANT

**ISSUED 09/30/2025**

**EXPIRES 09/30/2026**

**STATE OF MAINE**  
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
 35 State House Station  
 Augusta, Maine 04333-0035  
 (207) 624-8603



Joan F. Cohen, Commissioner

This Product Contains Sensitive Taxpayer Data

## Form 1040 Tax Return Transcript

Request Date: 05-20-2025  
Response Date: 05-20-2025  
Tracking Number: 108071842010

SSN provided: XXX-XX-  
Report for Tax Period Ending: 12-31-2024

The following items reflect the amount as shown on the return, and the amount as adjusted, if applicable. They do not show subsequent activity on the account.

SSN: XXX-XX-  
Spouse SSN:

ATAN D DINK  
33 STA

Filing status:	Single Taxpayer
Form number:	1040
Cycle posted:	20251305
Received date:	03-20-2025
Payment:	\$0.00
Exemption number:	01
Other dependent credit total eligible per computer:	\$0.00
Other dependent credit total eligible verified:	\$0.00
Dependent 1 Name control:	
Dependent 1 SSN:	
Dependent 2 Name control:	
Dependent 2 SSN:	
Dependent 3 Name control:	
Dependent 3 SSN:	
Dependent 4 Name control:	
Dependent 4 SSN:	
PTIN:	
Preparer EIN:	

### Income

Total wages:	
Form W-2 wages:	
Taxable interest income (Schedule B):	\$97.00
Tax-exempt interest:	\$0.00
Ordinary dividend income (Schedule B):	\$0.00
Qualified dividends:	\$0.00
Refunds of state/local taxes:	\$0.00
Alimony received:	\$0.00
Business income or loss (Schedule C):	\$0.00
Business income or loss (Schedule C) per computer:	\$0.00
Capital gain or loss (Schedule D):	\$0.00
Capital gains or loss (Schedule D) per computer:	\$0.00
Other gains or losses (Form 4797):	\$0.00
Total IRA distributions:	\$0.00
Taxable IRA distributions:	\$0.00
Total pensions and annuities:	\$0.00
Taxable pension/annuity amount:	\$0.00
Additional income:	\$0.00
Additional income per computer:	
Refundable credits per computer:	
Refundable education credit per computer:	\$0.00
Qualified business income deduction:	\$0.00

For the year Jan. 1 - Dec. 31, 2024, or other tax year beginning \_\_\_\_\_, ending \_\_\_\_\_

Your first name and middle initial: **ATANAS D.** Last name: **DINKOV**

If joint return, spouse's first name and middle initial: \_\_\_\_\_ Last name: \_\_\_\_\_

See separate instructions. Your social security number: [REDACTED]

Spouse's social security number: \_\_\_\_\_

Home address (number and street). If you have a P.O. box, see instructions. **33 STATE STREET APT. 1**

City, town, or post office. If you have a foreign address, also complete spaces below. **PORTLAND** State: **ME** ZIP code: **04101**

Foreign country name: \_\_\_\_\_ Foreign province/state/county: \_\_\_\_\_ Foreign postal code: \_\_\_\_\_

Presidential Election Campaign:  You  Spouse

Filing Status:  Single  Head of household (HOH)

Check only one box.  Married filing jointly (even if only one had income)  Qualifying surviving spouse (QSS)

Married filing separately (MFS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: \_\_\_\_\_

If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required): \_\_\_\_\_

Digital Assets: At any time during 2024, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.)  Yes  No

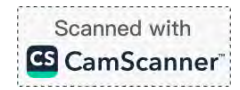
Standard Deduction: Someone can claim:  You as a dependent  Your spouse as a dependent

Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness: You:  Were born before January 2, 1960  Are blind Spouse:  Was born before January 2, 1960  Is blind

Dependents (see instructions):		(2) Social security number	(3) Relationship to you	(4) Check the box if qualifies for (see instr.):	
(1) First name	Last name			Child tax credit	Credit for other dependents

Income	1a	1b	1c	1d	1e	1f	1g	1h	1i	1z
1a Total amount from Form(s) W-2, box 1 (see instructions) <b>STMT 1</b>	[REDACTED]									[REDACTED]
b Household employee wages not reported on Form(s) W-2										
c Tip income not reported on line 1a (see instructions)										
d Medicaid waiver payments not reported on Form(s) W-2 (see instructions)										
e Taxable dependent care benefits from Form 2441, line 26										
f Employer-provided adoption benefits from Form 8839, line 29										
g Wages from Form 8919, line 6										
h Other earned income (see instructions)										
i Nontaxable combat pay election (see instructions)										
z Add lines 1a through 1h										[REDACTED]
2a Tax-exempt interest	2a									[REDACTED]
3a Qualified dividends	3a									[REDACTED]
4a IRA distributions	4a									[REDACTED]
5a Pensions and annuities	5a									[REDACTED]
6a Social security benefits	6a									[REDACTED]
c If you elect to use the lump-sum election method, check here (see instructions)										
7 Capital gain or (loss). Attach Schedule D if required. If not required, check here										[REDACTED]
8 Additional income from Schedule 1, line 10										[REDACTED]
9 Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income										[REDACTED]
10 Adjustments to income from Schedule 1, line 26										[REDACTED]
11 Subtract line 10 from line 9. This is your adjusted gross income										[REDACTED]
12 Standard deduction or itemized deductions (from Schedule A)										[REDACTED]
13 Qualified business income deduction from Form 8995 or Form 8995-A										[REDACTED]
14 Add lines 12 and 13										[REDACTED]
15 Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income										[REDACTED]







Atanas Dinkov <addinkov01@gmail.com>

**Fw: NOV for 33 State**

1 message

**Atanas Dinkov** <addinkov@yahoo.com>  
To: Atanas Dinkov <addinkov01@gmail.com>

Sun, Oct 26, 2025 at 8:26 AM

----- Forwarded Message -----

**From:** Portland Tenants Union <info@portlandtenantsunion.org>  
**To:** "addinkov@yahoo.com" <addinkov@yahoo.com>  
**Sent:** Monday, July 14, 2025 at 12:33:10 PM EDT  
**Subject:** NOV for 33 State

Good afternoon Mr. Dimitrov,

We are Portland Tenants Union. We represent tenants throughout the city of Portland in regard to rent control issues and have helped negotiate a number of settlements to resolve complaints and notices of violation.

In this case we are reaching out at the request of your former tenants at 33 State Street. As you know, the city of Portland issued a notice of violation on June 24, 2025 regarding their tenancies, with a deadline of July 24, 2025 to resolve those violations in order to avoid fines and possible legal action. Based on that notice, we believe that you owe the tenants the following amounts:

Unit 1 - \$10,650  
Unit 2 - \$13,587.50  
Unit 3 - \$11,700

1-0		
1-1		10,650.00
1-2		+ 13,587.50
1-3		+ 11,700.00
1-T	Total	= 35,937.50

Please keep in mind 10% would go to the union. See work paper PTU Constitution DRAFT 2025 attached.

And the rents for the units going forward must be set at:

Unit 1 - \$1,125 1 bedroom apartment  
Unit 2 - \$1,175 1 bedroom apartment  
Unit 3 - \$1,125 2 bedroom apartment

We are reaching out to see if we can help facilitate the resolution of these matters. We are certainly willing to work with you to find the best way to make this work for everyone. As the tenants have asked us to represent them in this matter, please reach out to us with any questions and to discuss payment details, rather than contacting the tenants directly.

We look forward to resolving this matter with you before the deadline of July 24, 2025, so you can present something to the city saying the matter is satisfied.

Sincerely,  
PTU Steering Committee

# Portland Tenants Union Constitution DRAFT

## Table of Contents

Introduction  
Article I – Name  
Article II – Objectives and Principles  
Article III – Organizational Structure  
Article IV – Membership  
Article V – Tenant Council  
Article VI – Elections  
Article VII – Amendments

## **Introduction**

We are a city wide union run by and for Portland tenants. We believe that all people deserve a safe and affordable place to live and we are dedicated to fighting for the rights and dignity of all tenants. We come from all backgrounds and walks of life, including different races and ethnicities, cultures and religions, genders and sexual orientations. We are united by our shared commitment to justice for tenants and we are building a powerful union to fight for our rights.

We prioritize affordability and the fundamental right to housing over the profits of a few wealthy landlords, developers, and Wall Street hedge funds. We will work toward a future in which Portland guarantees a home for all and where housing is not a speculative investment. Where landlords are held accountable to providing safe, well maintained, beautiful housing that is comfortable, stable, and affordable.

## **Article I – Name**

Portland Tenants Union [PTU].

## **Article II – Objectives and Principles**

The objectives of PTU are:

- 1) To educate, organize, and unite Portland tenants.
- 2) To win improved housing conditions and stable and affordable rents.

## **Article III – Organizational Structure**

### **3.1 Annual Membership Convention**

Each year, in January if possible, a Convention of PTU’s membership will decide key matters of organization and strategy for the year to come.

### **3.2 Tenant Council**

The Tenant Council will carry out the mandate of the membership between Conventions. The Tenant

Council will be composed of two Co-Chairs, a Secretary, and a Treasurer, and up to seven (7) members, elected by dues-paying Union members.

## **Article IV – Membership**

### **4.1 Membership Criteria**

1. All renters in Portland are eligible to become members of PTU.
  - a. A renter shall be defined as any person who pays rent to a landlord for housing or who lacks stable housing.
2. Any renter who lives in Portland may join PTU by filling out the official member sign up form and paying monthly dues.

### **4.2 Rights of Members**

- 1) Full backing from PTU in disputes with their landlord.
  - a) Advise members on their rights.
  - b) Contact the landlord on behalf of members, upon request.
  - c) Provide Tenant Advocates to attend meetings with the landlord.
  - d) Recommend lawyers and provide financial support for legal representation, when possible and approved by the Tenant Council.
  - e) File complaints on their behalf upon request to the city.
  - f) File complaints on their behalf upon request to the rent board.
- 2) To vote in all Union elections in accordance with these bylaws, agreements directly affecting the member as a tenant, and to run for any position on the tenant council.
- 3) To attend, participate, and vote on all questions at the yearly Membership Convention and all regular and special membership meetings of PTU.
- 4) To utilize all services provided by PTU and to participate in all social, educational, and cultural activities.
- 5) Ability to purchase any PTU merchandise at cost.
- 6) Access to member-only communication channels.

### **4.3 Responsibilities of Members**

- 1) Support and defend PTU and members.
- 2) Comply with decisions of PTU made pursuant to this constitution.
- 3) Participate in PTU activities when requested (such as attending rent board meetings, emailing city council etc.)

### **4.4 Dues**

- 1) Portland Tenants Union collects dues from all Union members to further the activities of PTU, such as administrative costs, events, and legal support.
- 2) PTU collects dues as a percentage of rent (minimum .5%, not to exceed 1.5%). Landlords are encouraged to stand with PTU in solidarity by pledging to pay these dues on behalf of their tenants.

- a) Tenants receiving public support (section 8, voucher, general assistance, etc) pay dues based on their portion of rent.

### **Dues Exemptions:**

Tenants may request dues waivers in the following circumstances:

- 1) Rent is more than 50% of monthly income and income is below 80% of median average income (\$68,500 as of 2024).
- 2) Tenants who are unemployed.
- 3) Unhoused.
- 4) Other extenuating circumstances.

### **Financial Reimbursement from Landlords**

In the case that PTU assists a member, or group of members, in receiving monetary compensation from their landlord in relation to a violation of tenants rights, a donation of 10% is recommended back to PTU from the member.

## **Article V – Officers and Tenant Council**

### **5.1 Co-Chairs**

- 1) The Co-Chairs will be elected by the general membership of PTU. The term of the Co-Chairs shall be 2 years with no term limit (terms will be staggered).
- 2) The Co-Chairs are empowered by their elections to carry out the plans and programs decided on by the Tenant Council and are responsible for the day-to-day administration of PTU, including, but not limited to:
  - a) Facilitates broad rank-and-file participation
  - b) Grows the membership and power of PTU
  - c) Represents PTU publicly and with key coalitional partners
  - d) Drives strategic planning, including providing an annual budget to the Tenant Council for approval
  - e) Calls and chairs regular and emergency meetings of the Tenant Council.
  - f) Create committees as needed
  - g) Sign official documents

### **5.2 Secretary**

The Secretary will be elected by the general membership of PTU. The term shall be 1 year.

- 1) Maintain PTU documents and organizational systems
- 2) Maintain PTU communication channels including the website
- 3) Manage membership lists and CRM

### **5.3 Treasurer**

- 1) The Treasurer will serve as PTU's chief fiscal officer.
- 2) The Treasurer will receive, manage, and distribute dues/funds according to the principles of PTU, as authorized by the Tenant Council, as executed by the Co-Chairs.

#### **5.4 Tenant Council Members**

1. In addition to the officers, the tenant council shall consist of up to 7 members of the Portland Tenants Union willing to take an active role in developing and promoting the activities of PTU.
2. Tenant council terms shall be one year, with no term limit.
3. The Tenant Council will meet at least 10 times a year and will be chaired by one of the PTU Co-Chairs. The Council may decide to meet more frequently, and may also meet on an area or committee basis.
4. At any time, one-third of the members of the Council may request that the Co-Chairs Convene a special meeting of the Council which must be held within ten days after receipt of such request.
5. An elected Tenant Council member who fails to attend three Council meetings in a year, without proper excuse, will cease to be a member of the Council. The vacancy will be filled by a special election no later than six weeks from the time the vacancy occurs. Procedure for other elections, except as otherwise provided in these bylaws, will be determined by the Tenant Council.

The Tenant Council will have the following powers:

- 1) To formulate plans, programs, and policies for PTU.
- 2) To receive and act upon reports of the Co-Chairs and other officers.
- 3) To approve an annual budget recommended by the Co-Chairs, including the expected dues level, and authorize the officers to execute said budget.
- 4) To call rent strikes, when authorized by the members directly affected as tenants.
- 5) To recommend a city-wide rent strike with 70% support of the membership.

#### **5.5 Recalls**

All Officers and Tenant Councilors may be recalled through procedures developed by the full Tenant Council and approved by membership

### **Article VI – Elections**

#### **6.1 Voting**

- 1) The officers and members of the Tenant Council shall be elected at the annual Membership Convention by majority vote through ranked choice.
- 2) The first two Co-Chairs will be elected to staggered terms (one for two years, and one for one year). Thereafter, one or the other will be up for re-election annually.
- 3) The Tenant Council reserves the right to revise these election proceedings after the 2024 Membership Convention.

#### **6.2 Vacancies**

- 1) Each officer elected at the Membership Convention shall take office immediately upon the officer's election and shall serve until the officer's successor is elected.
- 2) In the event of a vacancy in the office of either Co-Chair or the Secretary or Treasurer, the remaining Tenant Council will appoint an interim within 30 days of the vacancy until a replacement is elected at the next Annual meeting to fill the remainder of the term.

## **Article VII – Amendments**

Amendments to these bylaws may be initiated by:

- 1) A majority vote of the Tenant Council; or,
- 2) A petition signed by ten percent (10%) of the members of PTU who are in good standing.

The Tenant Council shall submit the proposed amendment(s) to a vote of the general membership with at least 30 days notice at any membership meeting. Amendments will be approved with a 3/5ths vote.

**Portland Tenants Union Constitution DRAFT**

[https://docs.google.com/document/d/1OwHMLK2tMa4NhsbE4bKgZ1CgoH82GdMMiCAUmhO5rg/edit?link\\_id=4&can\\_id=2a122f020fc2a9cf67d9a1c5332407b9&source=email-ptu-march-5th-general-meeting-2&email\\_referrer=&email\\_subject=ptu-goes-to-city-council-and-may-general-meeting&&link\\_id=7&can\\_id=1be104dc5f419c213ba0cc0fb4e5fa94&email\\_referrer=email\\_2721751&&&email\\_subject=portland-tenants-union-events-this-week&tab=t.0](https://docs.google.com/document/d/1OwHMLK2tMa4NhsbE4bKgZ1CgoH82GdMMiCAUmhO5rg/edit?link_id=4&can_id=2a122f020fc2a9cf67d9a1c5332407b9&source=email-ptu-march-5th-general-meeting-2&email_referrer=&email_subject=ptu-goes-to-city-council-and-may-general-meeting&&link_id=7&can_id=1be104dc5f419c213ba0cc0fb4e5fa94&email_referrer=email_2721751&&&email_subject=portland-tenants-union-events-this-week&tab=t.0)



Translation from Bulgarian

THE REPUBLIC OF BULGARIA

PAID FEE

Place/region PAZARDZHIK  
Municipality PAZARDZHIK  
District PAZARDZHIK

Certified Copy

**CERTIFICATE OF BIRTH**

Name: **BOGDAN ATANASOV DINKOV**  
first, father's, surname

Date of birth: **31.05.2024**  
day, month, year

The thirty-first day of May, 2024  
(by words)

Place of birth: **PLOVDIV, PLOVDIV**  
place or country, municipality

**PLOVDIV**  
district

Sex: **MALE**

Personal ID No: [REDACTED] Citizenship: **BULGARIA**  
country

Mother: **YANITA RANGELOVA TSANKOVA**  
name: first, father's, surname

Personal ID No/Date of Birth: [REDACTED]

Father: **ATANAS DIMITROV DINKOV**  
name: first, father's, surname

Personal ID No/ Date of Birth: [REDACTED]

The certificate is issued on the basis of  
a certificate of birth No. 409

,dated **03.06.2024**  
day, month, year

In: **PLOVDIV FIRST CENTRAL REGION, PLOVDIV**  
place/ region, municipality

**PLOVDIV**  
district

Date of issuing: **31.07.2024**  
day, month, year

Civil Status Official:

Name: **KRASIMIRA NIKOLAEVA RADULOVA**  
name and surname

Seal and signature:

Official Seal of Pazardzhik Municipality  
Signature of Civil Status Official: ill.

PAZARDZHIC MUNICIPALITY  
certifies the authenticity of the signature and seal placed on this document  
July 2024  
Head of Civil Registration Department: sgd. ill.  
/Tatyana Dimitrova Papazova/  
Official Seal of Pazardzhik Municipality

**APOSTILLE**  
( Convention de la Haye du 5 octobre 1961 )

1. Country: Republic of Bulgaria  
This public document  
2. has been signed by **TATYANA DIMITROVA PAPAZOVA**  
3. acting in the capacity of **CERTIFICATION OFFICER**  
4. Bears the Seal of **PAZARDZHIC MUNICIPALITY**

**Certified**

5. at **PAZARDZHIC- BULGARIA**      6. On **31<sup>st</sup> July 2024**  
7. by the **REGIONAL ADMINISTRATION PAZARDZHIC REGION**  
8. Under the respective number: **PAZ-05-2629/31.07.2024**  
9. Seal of **REGIONAL ADMINISTRATION PAZARDZHIC REGION**  
10. Signature

Stamp: **LARISA SAVOVA**  
**REGIONAL ADMINISTRATION**  
**REGION PAZARDZHIC**

<http://apostille.gov.bg>      ID: **ZERBKNMXV**

I, the undersigned **Anna Ivova Tsvetanova**, certify herewith the true translation from Bulgarian into English made by me of the enclosed document - **Certified Copy of Certificate of Birth, dated 31<sup>st</sup> July 2024.**  
This translation consists of 2 /two/ pages.  
Translator:

/Anna Ivova Tsvetanova/



**THE REPUBLIC OF BULGARIA**  
**Ministry of Foreign Affairs**

"Consular relations" Directorate certifies the signature,  
affixed by the translator:  
**Anna Ivova Tsvetanova**

The Ministry of Foreign Affairs does not bear the  
responsibility for fidelity of the translation.  
Sofia, date: 02.08.2024      Legalization sector:  
06-EFC152A77267

**Katrin Kitanova**      Paid tax: 15 lv.  
Sector **DCR-MFA**



To whom it may concern

My name is Saif Amini. I own apartment building at 35 State Street, Portland ME 04101. I met Atanas first week of January 2024 after he acquired the property next to me at 33 State Street. I visit my building at least once a week and I always see him around. I am certain he lives at 33 State Street. I believe he was residing in his basement unit for a certain time. I have spotted him there both nighttime and morning hours. He is a good neighbor always positive and ready to help.

Saif Amini

Saif Amini

Date: 10/28/25

**Atanas Dinkov**  
33 State Street  
Portland, ME 04101

**Date:** November 4, 2025

**To:**

Portland Rent Board  
City of Portland  
389 Congress Street  
Portland, ME 04101

**Subject:** Request for Dismissal for a hearing regarding 33 State Street Case.

Dear Members of the Portland Rent Board,

I am writing to formally request the dismissal of the hearing request concerning the property located at **33 State Street, Portland, ME**, on the following grounds:

1. **Lack of Jurisdiction:** The Portland Rent Board does not have jurisdiction over this matter as defined by the applicable municipal regulations and ordinances. The nature of the dispute falls outside the scope of the Board's authority. **See page 2.**
2. **Incorrect Venue:** The appeal has been filed in an inappropriate venue. The proper forum for adjudication of this matter lies elsewhere, and as such, the current proceedings before the Rent Board are procedurally improper. **See pages 3 & 4**

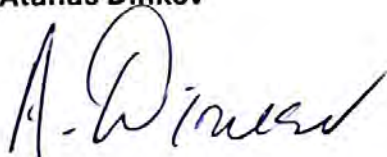
Given these reasons, I respectfully request that the Board dismiss the appeal in its entirety.

Please confirm receipt of this request and advise on any further steps required to finalize the dismissal.

Thank you for your attention to this matter.

Sincerely,

**Atanas Dinkov**



## Rent Board lack of Jurisdiction -

Sec 6-232 of Article XII of the City Code defines the Rent Stabilization Ordinance below:

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

Sec 6-263(c) of Article XIII of the City Code details the "Jurisdiction and authority" of the Rent Board regarding complaints or appeals.

- *(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 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;*

All rental properties are required to be registered with the City pursuant to Sec 6-151 of Article VI of the City Code.

The City's letter dated 7/17/2025 title "Amendment of Notice of Violation and Order to Correct" determined that the property qualified as owner-occupied under Sec 6-150.1 of Article VI of the City Code.

Enforcement of Article VI is detailed in Sec 6-156(a) of the City Code.

- *(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.*

The "building authority" is defined under Sec 6-1.1 below:

- *Building authority shall mean the Permitting and Inspections Department Director.*

The "owner-occupied" exemption is determined by registration and at the discretion of the building authority under Article VI of the City Code. The City cited Sec 6-150.1 clearly in the letter from 7/17/2025 as rationale for the amendment of the Notice of Violation. Sec 6-263(c) shows the Rent Board's authority to hear appeals is limited to the Rent Stabilization Ordinance that is defines as Article XII and Article XIII of the City Code. The Rent Board lacks jurisdiction to hear this appeal under Sec 6-263(c).

## Incorrect Venue -

In their appeal letter, the Union disputes that the space used as the owner-occupied section of the dwelling qualifies as a rental unit as defines under Sec 6-232:

- 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.

The owner is exempt from Sec 6-232 as a result of the Building Authority's ruling. The appropriate definition of Rental Unit is found in Sec 6-150.1:

- 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.

The space that was used as the owner-occupied section of the dwelling fits the definition of a rooming unit found in Article V of Sec 6-106:

- Rooming unit shall mean one (1) or more rooms forming a single unit used, or intended to be used, for living and sleeping purposes, but not designed for food preparation, by two (2) or more persons living in common or by a person living alone.

Appeals for Article V are detailed in Sec 6-127:

- An appeal from any final decision of the building authority or his or her designee, if available by statute or otherwise by law, under the provisions of this article may be taken by an aggrieved party to the superior court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

The original Notice of Violation dated 6/24/2025 and the amended Notice of Violation dated 7/17/2025 provide information regarding appeals. The notices read as follows:

- You have the 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.

In their letter the Union cites Sec 6-243(a) to justify their standing in making this appeal. This section of code also grants the Union standing in Superior Court under Rule 80B:

- *(a) 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 brought before the Housing Safety Office, 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.*

The Portland Tenants Union is appealing the Building Authority's ruling that the property was "owner-occupied". From the Union's letter dated 9/25/2025:

- Pursuant to the standing granted to tenant unions under section 6-234(a) of the city code, we submit this appeal under 6-263(c) contesting the City's amended ruling in Code Case: RCD2500009 regarding 33 State Street.

A large part of the Union's argument is that the space used as the owner-occupied section of the dwelling does not fit the definition of a rental unit. The building authority's final decision that the space qualifies as a rooming unit/rental unit is appealable. The Union has standing under Sec 6-243(a) to bring an appeal under Rule 80B. The correct venue for the appeal is Superior Court, not the Rent Board.



To: Rent Board Chair and Members  
From: Adam O'Connor, Rental Registration Inspector  
Subject: Address – 33 State Street, CBL 044 B016001  
Code Case: RCD2500009  
Date: November 25, 2025  
RE: Memorandum – Interpretation Appeal – Portland Tenant Union

### Introduction

By letter dated September 25, 2025, the Portland Tenants Union (“PTU” herein) filed a complaint with this Board challenging the City’s findings that the property located at 33 State Street in Portland (“Property”) met the definition of “owner-occupied” under Section 6-150.1 of Article VI of the City of Portland Code of Ordinances (the “City Code” herein).

### Historical Background

The PTU submitted a formal rent control complaint regarding 33 State St by email on May 8, 2025. The complaint alleged that the owner of the Property, Atanas Dinkov (the “Owner” herein) falsely claimed an owner-occupied exemption, illegally raised rents on all three units in the building, failed to provide 1 month’s rent as reimbursement for the termination of tenant leases between 60 and 90 days, and failed to provide tenants with required documentation upon leasing the premises. City staff commenced an inspection.

City staff reviewed rental data, lease documentation, and deed information from the Cumberland County Registry of Deeds, among other documents. An on-site inspection was conducted on June 11, 2025. On June 24, 2025, a Notice of Violation was issued to the Owner citing violation of City Code sections 6-155(d), 6-234(c), 6-236, 6-244(b), and 6-234(f). The Owner was given 30 days to resolve or appeal the violations.

The Owner contested the City’s Notice of Violation, asserting that they had occupied the basement space at the Property during the time period in question. The Owner asserted they were occupying the basement unit as their primary residence while also renovating the space.

The basement unit was viewed during the on-site inspection conducted on June 11, 2025. The unit was observed to have its own entrance, completely separate from the main entrance to the other three units in the building. The unit was also observed to be free of water and relatively damp-proof, and to have a full set of windows in the front of the building. The space was partitioned into two separate spaces, each consisting of roughly 50% of the footprint of the building. One space was used primarily as a laundry facility. The other space was separated by a wall with a door and contained a bathroom. At the time of the June 2025 inspection, the toilet was still functional, and the rough plumbing for a sink and a possible shower were visible.

City staff conducted open-source searches that did not reveal a secondary address for the Owner. In fact, 33 State Street was the only resulting address when “Atanas Dinkov Maine” was searched. A search of the



Owner's name in the Cumberland County Registry of Deeds did not yield any results that would indicate the owner owned any other property in the county.

The Owner submitted documentation showing 33 State Street as their address on their Maine Driver's License and on their US Individual Income Tax Return (Form 1040) for 2024. These documents sufficiently show that the Owner used 33 State Street as their address for "tax and government purposes".

City staff reviewed Chapter 6 (Building and Building Regulations) and Chapter 14 (Land Use Code) of the City Code. Neither chapter prohibits a property owner from occupying a property while under renovation, nor does it prohibit occupying unfinished spaces within the property.

On July 17, 2025, an Amendment of Notice of Violation and Order to Correct was issued. The Amended Notice of Violation included the supplementary documents the City received and relied upon when it revised its findings, as well as details regarding which violations were satisfied. A secondary Notice of Violation was issued on July 17, 2025, and cited violations of City Code sections 6-151, 6-155(d), and 6-224(b). All fines and penalties have been paid, and violations have been satisfied as of the drafting of this memorandum.

### Current Appeal

#### Interpretation of "Owner-Occupied"

The PTU disputes that the Owner "occupied" the basement unit of the property as their primary residence.

Section 6-231(d) of the City Code exempts "Rental Units within a building containing two (2), three (3) or four (4) dwelling units, one of which the property owner currently occupies as his or her principal residence<sup>1</sup>". The property located at 33 State St is listed by the City Assessor as a "Three Family" building with a "Full" basement. Historical records dating back as far as 1983 show that the basement of the building was once a dwelling unit. Part of the basement space was converted to a laundry room facility at some point prior to the Owner purchasing the property.

The basement unit would fit the definition of a "rooming unit"<sup>2</sup> under Sec 6-106 of the City Code. Per Sec 6-150.1 of the Code, a "rooming unit" is a rental unit.<sup>3</sup>

The City's position that a rooming unit is a rental unit was affirmed in the District Court case of *City of Portland v. William Schoen*<sup>4</sup>. *Schoen* goes further to state that only rental units as defined under Sec 6-232

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<sup>1</sup> "Principal residence" is an undefined term under the City Code. For this exercise, City staff used the definition of Primary Residence under 6-150.1

<sup>2</sup> Sec 6-106 Rooming unit shall mean one (1) or more rooms forming a single unit used, or intended to be used, for living and sleeping purposes, but not designed for food preparation, by two (2) or more persons living in common or by a person living alone.

<sup>3</sup> Sec 6-150.1 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.** [emphasis added]

<sup>4</sup> *City of Portland v. Schoen* "this court finds that the two bedrooms in question are not 'Covered Units' under the Rent Control Ordinance but do remain 'Rental Units' under 6-151"



are considered to be a “covered unit”<sup>5</sup>. A “Covered Unit” under section 6-232 is a non-exempt “rental unit”<sup>6</sup>. “Rental unit” under section 6-232 is limited to “dwelling units” as defined<sup>7</sup>.

“Rooming units” and “dwelling units” are distinct and separate under the City Code. Under case law, a “rooming unit” is a “rental unit” but not a “dwelling unit” and, therefore, not a “covered unit” under the City Code.

Section 6-150.1 defines Owner-Occupied as “a rental unit owned and occupied by the registrant as their primary residence”. Primary residence is defined as an owner’s “legal residence for more than one-half of a year and registers as his or her address for tax and government identification purposes”.

“Occupied” is not a defined term in the City Code. The Maine Supreme Court decision of *Freeport v. Brickyard Cove Associates*<sup>8</sup> states that in the event a term is undefined in the ordinance, the term will be given its “common, everyday meaning”. “Occupied” is defined as “being used by someone” in the Oxford Language Dictionary. “Occupied” is defined as “being used by someone; with someone in it” by the Cambridge Dictionary.

### Conclusions

The PTU is not challenging the City’s finding that Mr. Dinkov owned the Property. The PTU is also not disputing that the Owner used 33 State as their address for “tax and government purposes”. The crux of the PTU’s argument is that the Owner did not sleep at the property for more than half of the year. That argument is not supported by the plain language of the ordinance or the “common, everyday meaning” of “occupied.”

Under the definitions of “occupied” cited above, the Owner, without question, “used” the space. No other person has contended that they “occupied” the basement unit. Whether a person slept at the property for a certain number of days is not determinative when testing for owner occupancy as defined under the City Code.

If the Board were to adopt PTU’s interpretation, it would eliminate a significant portion of the population from being able to maintain a “primary residence”. For instance, active military members, long-haul truckers, airline flight crews, traveling salespeople, and traveling nurses (to name a few examples) would likely not be found to have a primary residence as defined in the City Code if this interpretation were applied. The Rent Board recently took up a case in the past where the owner of the property was a merchant marine attending the meeting via Zoom from a ship at sea whose deployment was for weeks, if

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<sup>5</sup> *City of Portland v. Schoen* “The court determines that the rooms Mr. Schoen provides for rental do not meet the definition of ‘Dwelling Unit’ in the Rent Control Ordinance, and thus not ‘covered units’ and not ‘rental units’ subject to the Rent Control Ordinance.

<sup>6</sup> Sec 6-232 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.

<sup>7</sup> Sec 6-232 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. [emphasis added]

<sup>8</sup> *Freeport v. Brickyard Cove Assocs.* “The absence of a definition of a term in an ordinance does not compel a finding of invalidity; it means only that the term will be given its common, everyday meaning unless the context dictates otherwise.”



not months, at a time. Under the PTU's interpretation, this property owner would not have a primary residence.

Per the City's analysis, the record shows that the Owner used the rooming unit located in the basement of 33 State Street for more than one-half of the year and registered the property as his primary residence for tax and government purposes. This qualifies the property as "owner-occupied" under Section 6-150.1 of the City of Portland Code of Ordinances. As such, the property is exempt from the Rent Stabilization Ordinance.<sup>9</sup>

Thank you,

A handwritten signature in blue ink, appearing to read 'Adam O'Connor', is written over a horizontal line.

Adam O'Connor  
Rental Registration Inspector

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<sup>9</sup> 6-232 Rent stabilization ordinance means Chapter 6, Articles XII and XIII of the Code of Ordinances, City of Portland, Maine, as amended.



06/24/2025  
License #:  
Code Case #: **RCD2500009**  
ATANAS DIMITROV /  
PO BOX 1453  
WELLS, ME 04090

## **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 **33 STATE ST PORTLAND, ME 04101** on **06/04/2025** 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 **07/24/2025**. 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](mailto: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

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ATANAS DIMITROV /  
PO BOX 1453  
WELLS, ME 04090



Total Violations: 5

**NON-COMPLIANCE VIOLATION LIST**

<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-155(d)
<b>CODE DESCRIPTION</b>	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
<b>COMMENTS</b>	<p>The owner’s license, provided during short-term rental registration, stated the owner resided in Unit 1 of 33 State Street. The owner also registered 33 State Street as a long-term rental, registering Unit 1 as a tenant-occupied unit. A long-term lease was provided by the owner, which stated a tenant was occupying Unit 1.</p> <p>The city finds this as two violations of providing false information; one violation for short-term rental information and one violation for long-term rental information. These violations total a penalty of \$2,000.00.</p>
<b>DEADLINE</b>	07/24/2025

<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-234(c)
<b>CODE DESCRIPTION</b>	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.
<b>COMMENTS</b>	<p>At the time the owner obtained 33 State Street, January 2024, the property did not qualify for the owner-occupied exemption. This means all rental units for 33 State Street were covered units required to follow allowable rental increases and limitations explained in the Rent Control Ordinance.</p> <p>Unit 1: Rent increased from \$1,225 to \$1,950, resulting in a 59.1% increase.                  Unit 2: Rent increased from \$1,175 to \$1,900, resulting in a 61.7% increase.                  Unit 3: Rent increased from \$1,125 to \$2,100, resulting in an 86.7% increase.</p> <p>The city finds that the owner must refund the tenants who occupied this property from January 2024 to April 2025.</p>
<b>DEADLINE</b>	07/24/2025

-----  
 ATANAS DIMITROV /  
 PO BOX 1453  
 WELLS, ME 04090



<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-236
<b>CODE DESCRIPTION</b>	<p>Termination of Tenancy                  (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:</p> <p>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;</p> <p>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.</p>
<b>COMMENTS</b>	<p>The owner provided Unit 1 a notice of lease non-renewal on January 29, 2025, requiring the tenant to leave by April 15, 2025. This notice provided 76-day notice of termination. The city finds that the owner must provide the tenant of Unit 1 one month's rent, \$1,950, as reimbursement to the Tenant as it is less than the 90-day requirement.</p> <p>The owner provided Unit 2 a notice of lease non-renewal on February 17, 2025, requiring the tenant to leave by April 18, 2025. This notice provided 57-day notice of termination. The city finds that the owner must provide the tenant of Unit 2 with two months' rent, \$3,800, as reimbursement to the Tenant, as it is less than the 90-day requirement.</p>
<b>DEADLINE</b>	07/24/2025

<b>APPLICABLE CODE SECTION(S)</b>	City Code Sec 6-224(b)
<b>CODE DESCRIPTION</b>	The Rental Housing Rights document shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit.
<b>COMMENTS</b>	The owner did not provide proof of a signed copy of the Rental Housing Rights document per tenant and does not have a copy of the Rental Housing Rights document hanging in a common space.

---

ATANAS DIMITROV /  
 PO BOX 1453  
 WELLS, ME 04090



	The city requires the owner provide proof of the Rental Housing Rights document being displayed in a common area and a signed copy of the Rental Housing Rights document per tenant.
<b>DEADLINE</b>	07/24/2025

<b>APPLICABLE CODE SECTION(S)</b>	Remedy - City Code Sec 6-234(f)
<b>CODE DESCRIPTION</b>	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.
<b>COMMENTS</b>	<p>The owner is ordered to reduce the rent to the last code-compliant amount of and reimburse the tenant(s) any overcharge.</p> <p>Unit 1 last code complaint rent: \$1,125                  Unit 2 last code complaint rent: \$1,175                  Unit 3 last code complaint rent: \$1,125</p> <p>Proof of reimbursement and resolution must be sent in writing to our office by the deadline listed below. Resolution documents can be mailed to 389 Congress St, Portland, ME, 04101 or sent electronically to <a href="mailto:rentcontrol@portlandmaine.gov">rentcontrol@portlandmaine.gov</a>.</p>
<b>DEADLINE</b>	07/24/2025

---

ATANAS DIMITROV /  
 PO BOX 1453  
 WELLS, ME 04090



07/14/2025  
License #: LTR-006077-2024  
Code Case #: **RCD2500009**

Atanas Dinkov  
33 State St  
Portland, ME 04101

**AMENDMENT OF NOTICE OF VIOLATION AND ORDER TO CORRECT**

A Notice of Violation and Order to Correct (NOV) was issued on 06/24/2025 and required the violations related to property at 33 State Street ("Property") to be corrected by 07/24/2025. The NOV alleged violations of Section 6-155 (d) (providing false information) and of Section 6-234(c) (improper rent increases) based, in part, on the finding that the Property was not owner-occupied prior to the Owner, Atanas Dinkov ("Owner"), moving into Unit 1 on or about April 15, 2025.

At the time of an on-site inspection on June 11, 2025, the Owner was residing in Unit 1. Unit 2 was being renovated, and Unit 3 was tenant occupied. The basement was also being renovated and was torn down to the studs. Given the condition of the basement, it was determined that the Owner could not have lived in the basement prior to moving into Unit 1. As a result, the City issued the NOV based on the premise that the Property was not owner-occupied when the Owner increased the rent in January 2024.

Following the issuance of the NOV, the Owner provided additional information which, after careful review and consideration, the City finds sufficiently demonstrates that the Owner resided at the Property from January 2024 to present and, therefore, the Property was exempt from Article XII of Chapter 6 of the City Code.

In reaching this conclusion, the City considered the following information from the Owner:

The Owner indicated that he resided at the Property from January 2024 to present. The Owner explained that a personal family situation required him to travel to and from his home country of Bulgaria. The Owner initially resided in Unit 1, then relocated to the basement of the Property, and moved back into Unit 1 after the unit was vacated on or about April 15, 2025.

The Owner also provided the following exculpatory information to support his contention that he resided at the Property at all times relevant to the NOV:

- A Home Inspection report dated 11/15/2023 from Square One Inspections, Matthew Tycz (inspector). The inspection report refers to the basement as "Finished". The report goes further to say, "Most of the basement ceilings, walls, and floors have been covered with interior finishing". The report contains photos of the basement in a finished state.
- An Appraisal of Real Property report dated 11/17/2023. The report contains photos of the basement in a finished state.



- An Appraisal of Real Property report dated 10/18/2024 from Class Valuation, Christina Strong (appraiser). The report refers to the basement as “finished”. The report contains photos of the basement in a finished state.
- A text message from a tenant to the Owner dated 11/2/2024 informing the Owner that the noise from the basement was disturbing them. The text states, “the sound of voices when someone speaks from below is loud enough that they seem to be almost in the same room with us.” The message also states, “This morning you woke us up at 7:30 am.”
- A Google Maps Street View photo dated December 2024 that shows the Owner’s car in front of the building.
- Three parking tickets with photos that show the Owner’s car in front of the building. The tickets are dated 2/6/2024, 5/20/2024, and 8/22/2024.
- A copy of the Owner’s vehicle registration showing the vehicle cited in the parking tickets is their registered vehicle.
- A signed letter dated 7/1/2025 from Dimitry Shevorski, resident of 31 State St, Apt 3, the letter states that in August 2024, the Owner told Mr. Shervorski he “will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there. Moving forward, I frequently saw him going in and out of that unit, lights being on there, and his car being parked by the building.”
- A signed letter dated 7/3/2025 from UPS driver Joe Dubber that states, “Based on how often I see him making deliveries on 33 State Street Portland ME and nearby I believe Atanas resides at 33 State Street Portland ME.”
- A signed letter dated 7/12/2025 from Donna Lewis of 62 Cherry Lane, Ogunquit, ME 03907. The letter states that “Atanas Dinkov rents a room in our house in Ogunquit, ME which he uses as a workspace from time to time. He pays us \$500 per month for the room and a parking space; plus \$70 per month for his Verizon phone line.” The Owner reports that he uses that space as his office to conduct his professional accounting work and does not live there.
- The Owner presented bank records showing a payment of \$570 from his Venmo account.
- The Owner had their own mailbox at the Property to receive correspondence.

Copies of the aforementioned documents are attached for reference. Given the documents and information provided by the Owner it can reasonably be assumed that the Property was owner-occupied as defined under Sec 6-150.1 of the City Code from January 2024 to present, exempting the property from Article XII.

The following violation(s) have been resolved as a result of the additional information received:

- Sec 6-155(d) – Providing False Information
  - At the time of the Short-Term Rental Registration, the information provided by the Owner was accurate. Article VI of the City code requires registration for new owners within 30 days of purchase, but does not require the City to be notified if an owner vacates the occupied unit. There is no evidence that the Owner rented Unit 1 as a Short-Term Rental while it was occupied by the long-term tenant.
  - One count of providing false information will remain for Long-Term Registration. The penalty for which is \$1,000.
  - Unit 1 was not properly registered as a Long-Term Rental in 2024 or 2025. The Owner will be required to register the unit for those years and pay all applicable fees and penalties.



- Sec 6-234(c) – Increase in Rent of over 10%
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
- Sec 6-236 – Termination of Tenancy
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
  - The Owner provided the 30-day minimum notice as required by the State of Maine.
- Sec 6-234(f) – Remedy
  - The property is Owner-occupied as defined by Sec 6-150.1 and exempt from this requirement.
  - As an exempt property, no rent overcharges remain.

In conclusion, the Owner has demonstrated through contemporaneous documentation and signed letters that the property was owner-occupied at all times relevant to the NOV. A new Notice of Violation has been issued with the current violations and sent to the Owner.

Thank you,

A handwritten signature in blue ink, appearing to read "Adam O'Connor", is written over a horizontal line.

Adam O'Connor  
Rental Registration Inspector



## HOME INSPECTION

33 State St  
Portland, ME 04101

Atanas Dinkov  
11/15/2023



Inspector

**Matthew Tycz**

Square One Inspections  
(207) 837-1600, (207) 837-1600  
tycz@squareonemaine.com

# 7: BASEMENT, FOUNDATION, CRAWLSPACE & STRUCTURE

		IN	NI	NP	O
7.1	General	X			
7.2	Foundation	X			X
7.3	First Floor Structure	X			
7.4	Basement Access	X			
7.5	Vapor Barrier			X	
7.6	Water Intrusion			X	
7.7	Pests			X	
7.8	Windows	X			X

IN = Inspected    NI = Not Inspected    NP = Not Present    O = Observations

## Information

### Foundation: Foundation Material

Brick, Unknown

### Foundation:

Basement/Crawlspace Floor  
Material  
Concrete

### Foundation: Columns or Piers

Supporting Walls

### First Floor Structure: Flooring Insulation

None

### First Floor Structure: Material

Wood Joists, Wood Beams

### Basement Access:

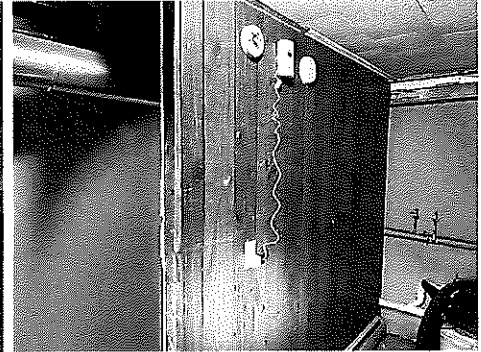
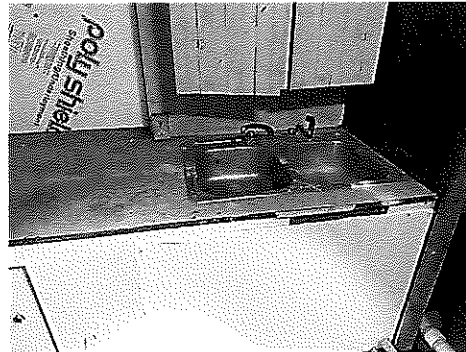
Basement/Crawlspace Access  
from Interior  
None

### Basement Access:

Basement/Crawlspace Exterior  
Entrance  
Door

### General: Finished Basement

Most of the basement ceilings, walls, and floors have been covered with interior finishings; only a small section of the concrete can be seen. Most of the finishings are old and/or damaged; recommend removing anything absorbent or damaged.



## Observations

**APPRAISAL OF REAL PROPERTY**



**LOCATED AT**

33 State St  
Portland, ME 04101  
CCRD Book 35230 Page 147

**FOR**

Androscoggin Bank  
P.O. Box 1407  
Lewiston, ME 04243

**OPINION OF VALUE**

645,000

**AS OF**

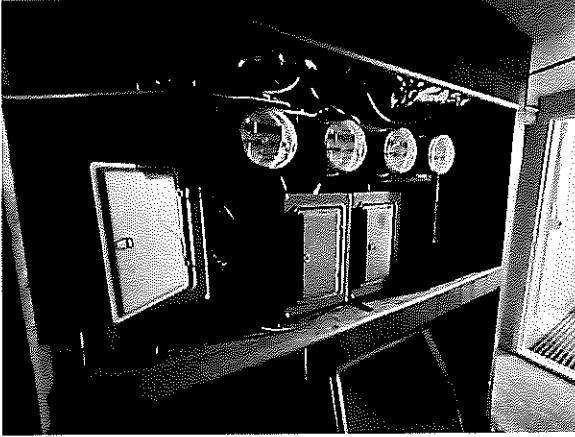
11/17/2023

**TABLE OF CONTENTS**

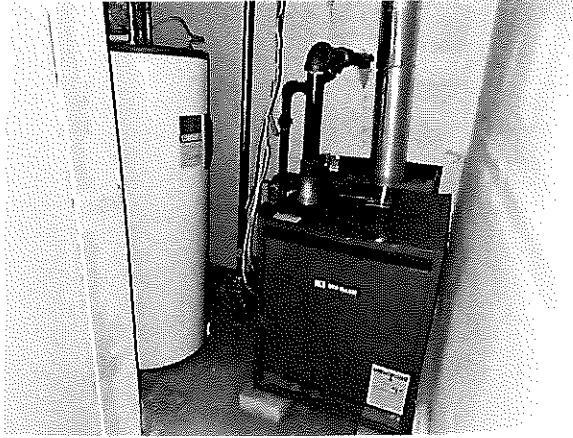
Letter of Transmittal .....	1
Small Income .....	2
General Text Addendum .....	9
Operating Income Statement .....	12
3 Unit Market Analysis .....	14
Subject Photos .....	15
Basement .....	16
Unit 1 .....	17
Unit 2 .....	18
Unit 3 .....	19
Building Sketch .....	20
Aerial Map .....	21
Realist Map .....	22
Tax Map .....	23
Comparable Photos 1-3 .....	24
Rentals Photos 1-3 .....	25
Location Map .....	26
USPAP Compliance Addendum .....	27
License .....	28
Insurance .....	29

## Basement

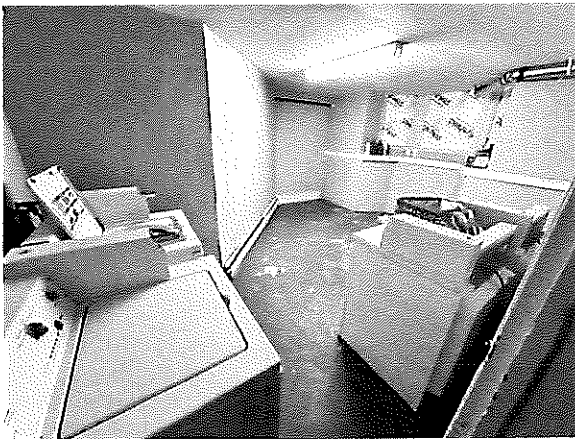
Borrower	Atanas Dinkov				
Property Address	33 State St				
City	Portland	County	Cumberland	State	ME Zip Code 04101
Lender/Client	Androscoffin Bank				



**Meters**



**Furnace**



**Laundry Room**



<b>Property Location:</b>	33 State St Portland, ME 04101 Book: 40556, Page: 78 CCRD - Portland, ME: 01/05/2024
<b>Borrower:</b>	Atana Dimitrov Dinkov
<b>Lender:</b>	Androscoggin Bank P.O. Box 1407 Lewiston, ME 04243
<b>Opinion of Value:</b>	690,000
<b>Effective Date:</b>	10/18/2024
<b>Prepared By:</b>	Christina J Strong 248-955-9580 cstrong@classvaluation.com

Quality of Construction: Adjustments for quality take into consideration both the exterior and interior quality of workmanship and materials. As the adjustment is a lump adjustment that considers overall quality characteristics of the property. Homes within the same quality class may have some differences in overall quality where adjustments are made to reflect material differences based on market preferences for differences in quality characteristics. Small differences within the same quality class are usually adjusted within the "Upgrades/Features" section of the grid with large adjustments made to reflect significant quality class differences. Cost data is used as a guide in developing the quality adjustments as measured by market activity reflected in the comparable sales that are provided. All comps considered similar in quality of construction to the subject; no adjustments warranted.

Age/Condition: Age and condition are evaluated separately. Condition is made to reflect the overall maintenance and appeal to the market based on overall condition. The total adjustment for age and condition are within the typical range. C2 is adjusted for inferior condition, including less updating than the subject.

Room Count/Bathrooms: Bedroom or Total Room count adjustments are only applied when the room count has a material impact on the value of the property. In most cases the Gross Living Area adjustment adequately reflects differences in room count. Often a buyer will prefer fewer rooms that are larger where the total rooms or bedrooms has a minimal impact on value. Typically the market will pay a premium for additional bathrooms. While there can be variation depending on the quality and extent of the bathroom improvements. No bathroom adjustments warranted. Bedrooms were adjusted at \$3,000 per bedroom based on a paired sales analysis that suggested a range of \$3,000-7,500 per bedroom.

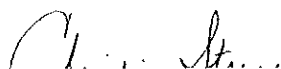
Gross Living Area (GLA): GLA is adjusted on the basis of the square footage difference of the above-grade living area. The GLA adjustment is applied based on the estimated replacement cost new of the subject property less all forms of depreciation. Above-grade area is adjusted where there is more than 100 square foot difference in GLA. The allocated size adjustments are generally consistent with paired sales with a sensitivity or depreciated cost analysis used to insure the adjustments are consistent with market activity. GLA adjusted at \$55/sf (based on a paired sale analysis that yielded a range of \$45-\$65/sf).

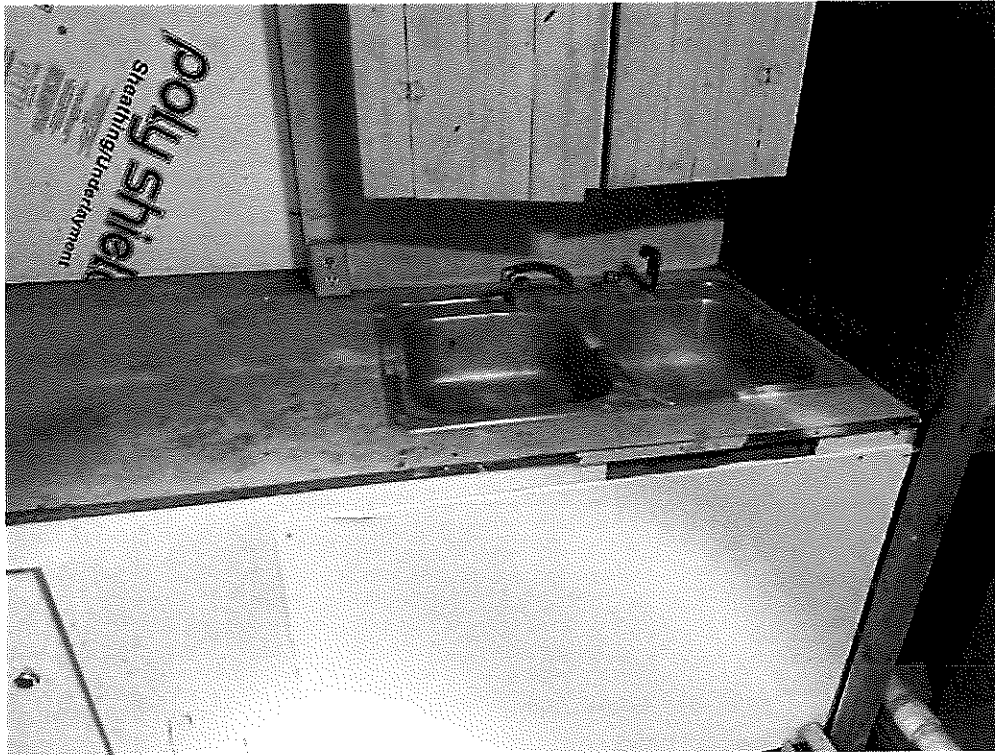
The subject's partially finished basement includes a laundry room (coin laundry machines). The finished basement space was calculated on a value per square foot. A paired analysis revealed a contributory range of \$10-\$25/sf. Appraiser reconciled at \$12/sf for the contributory value of subject's finished basement space.

Garage/Carport: Adjustments for garages and/or carports take into consideration two factors; the size of the garage and the number of cars the facility can park. Typically a garage will contribute more per car depending on the size, finish, and quality. Carports tend to be between 50% - 60% of the garage cost. Tandem garages are rated as inferior when compared to side by side 3-Car garages. Typical garage bays are from 200 to 300 square feet per car. All comparables have similar off-street parking, warranting no adjustments.

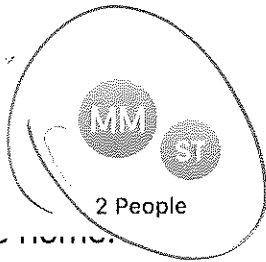
Porches/Patios/Decks: Adjustments in this section of the grid consider porches, patios, decks, and related improvements that are part of the structure, but not considered in the GLA, Basement, or Garage/Carport adjustments. This adjustment is made on a net basis considering condition, quality, and size. Note that adjustments for amenities are an indication of what the market is willing to pay for those amenities (not the actual cost).

My opinion of value of the Fee Simple Interest of the Subject is \$690,000 as of the effective date of 10/18/2024. All comps are weighted equally. This value is based exclusively in the results from the Sales Comparison Approach. The opinion of value is consistent with the results of the Cost Approach (within the limits of precision of that method) and the prior sales data.





9:50



with 2 people

Sounds good

Sat, Nov 2 at 8:21AM

Marietta State Mallon

Hi Atanas, in case you were not already aware, there seems to be very little soundproofing between our apartment and the basement. We can distinctly hear most noises from below, from hammering and power tools to the sound of footsteps. This is especially true in our bedroom, where the sound of voices when someone speaks from below is loud enough that they seem to be almost in the same room with us. This is not only a question of hearing fewer noises from the basement, but also a matter of privacy. It feels like there is very little separation between us and anything going on in the basement. This morning you woke us up at 7:30am. Would you be able to install any kind of soundproofing to the ceiling of the basement that would minimize this noise?



Message





More Information



Citation Number: 68384972

Created: 02/06/2024

Location: West End

License Plate: (ME) 9097UT

Citation Type: (4) No Parking This Side of Street

Vehicle Make: Volkswagen

Vehicle Model: Other

Officer: 852

Street: STATE ST (2)

**Total Fine: \$35.00**

**Photos:**



Close

Print

Citation Number: 79751404  
Created: 05/20/2025  
Location: Old Port  
License Plate: (ME) 9097UT  
Citation Type: (4) No Parking This Side of Street  
Vehicle Make: Volkswagen  
Vehicle Model: Jetta  
Officer: 857  
Street: STATE ST (2)

**Notes**

Street Maintenance Restriction

**Total Fine: \$40.00**

**Appeal Information**

You cannot appeal any more. Past the appeal date.

**Photos:**



Created: 08/22/2024  
Location: West End  
License Plate: (ME) 9097UT  
Citation Type: (E) No Parking Zone  
Vehicle Make: Volkswagen  
Vehicle Model: Jetta  
Officer: 854  
Street: STATE ST (2)

**Total Fine: \$40.00**

**Appeal Information**

You cannot appeal any more. Past the appeal date.

**Photos:**



Close

Print

Pay

## Citation Results

Search / Step 1

### Select Citation [or Payment Plan] to Pay or Appeal

The following citation(s) were found for the information entered. Please verify the citations you would like to pay or appeal and select options.

#### CITATIONS

**#79751404 \$40.00**

(4) No Parking This Side of Street

Issue Date 05/20/2025

Plate 9097UT

[View More Information](#)

Pay

**#72994524 \$40.00**

(E) No Parking Zone

Issue Date 08/22/2024

Plate 9097UT

[View More Information](#)

Pay

**#68384972 \$35.00**

(4) No Parking This Side of Street

Issue Date 02/06/2024

Plate 9097UT

[View More Information](#)

Paid

CUMBERLAND CNTY

State of Maine Vehicle Registration Mileage 153,000


Eff Date is Validation Date But Not Prior To 07/01/2024

Expires 07/31/2025

Insurance

*DM*

CLASS	REGISTRATION NUMBER
PC	9097UT

VIN 3VWD17AJXFM212387	YEAR 2015	MAKE VOLK	MODEL JETTA	COLOR GY	STYLE 4D	TIRES	AXIS	NET WEIGHT	REGISTERED WEIGHT	FUEL G
REGISTRANT(S) DINKOV, ATANAS D			DOB/ISSD # 04/14/1984		Base Mile Rate Local Ex Tax ExTx Bal ExTx Date Fees Agent Fee		94 995 0040 99 98 99 98 08/12/2024 35 00 5 00			
LESSOR		UNIT #	DOT #							
MAILING ADDRESS PO BOX 1453  WELLS ME 04090			Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139 98 29762674							
LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND		LEGAL RESIDENCE CODE 05170 ME								
		PT _____								
Tax Receipt # 29762674		Sucker # (M) _____		(Y) 25D 2131969						
				User Id		DM		E Re-reg		

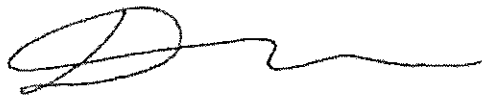
MVR-3E Rev 08/2016 REGISTRATION

www.maine.gov/sos

To Whom It May Concern:

My name is Dimitry Shevovski. I live at 31 State St, apt 3, Portland, ME 04101. I can confirm that I saw Atanas regularly around the building ever since he bought his building. And in the beginning of August 2024, he told me that I will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there.

Moving forward, I frequently saw him going in and out of that unit, lights being on there and his car being parked by the building.


 07/01/2025

To whom it may concern

My name is Joe Dubbert. I am a Delivery Driver at UPS and I deliver packages mainly in Portland Maine including addresses on State Street. I had the pleasure to meet Atanas this winter when he offered help regarding delivery of heavy package in to his basement. He is very friendly and always offers help. As you can imagine I make deliveries every day on State Street and I would like to assure you we wave to each other probably few times a week. Based on how often I see him making deliveries on 33 State Street Portland ME and near by I believe Atanas resides at 33 State Street Portland ME.

Let me know if you have any questions.

Date: 7-3-25

Signature:   
Joe Dubbert

July 12, 2025

To Whom it May Concern,

Anatas Dinkov rents a room in our house in Ogunquit, ME, which he uses as work space from time to time.

He pays us \$500 per month for the room and a parking space; plus \$70 per month for his Verizon phone line.

He has no lease, but is a Tenant at Will with an expectation of 30 days notice.

Sincerely,

*Donna L. Lewis*

Donna Lewis  
62 Cherry Lane  
Ogunquit, ME 03907



07/17/2025  
License #: LTR-006077-2024  
Code Case #: **RCD2500009**  
ATANAS DINKOV  
PO BOX 1453  
WELLS, ME 04090

## 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 **33 STATE ST PORTLAND, ME 04101** on **06/24/2025** 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 **08/16/2025**. 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](mailto: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

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ATANAS DINKOV  
PO BOX 1453  
WELLS, ME 04090



Total Violations: 3

**NON-COMPLIANCE VIOLATION LIST**

<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-151
<b>CODE DESCRIPTION</b>	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.
<b>COMMENTS</b>	The Owner did not properly register Unit 1 in 2024 or 2025. The Owner is required to provide registration documents for both years and pay all applicable fees and penalties.
<b>DEADLINE</b>	08/16/2025

<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-155(d)
<b>CODE DESCRIPTION</b>	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
<b>COMMENTS</b>	The Owner provided Long-Term Rental Registration documents that claimed they resided in Unit 1 of the Property. This information proved to be false at the time of filing. The penalty for such a violation is \$1,000.
<b>DEADLINE</b>	08/16/2025

<b>APPLICABLE CODE SECTION(S)</b>	City Code Sec 6-224(b)
<b>CODE DESCRIPTION</b>	The Rental Housing Rights document shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit.
<b>COMMENTS</b>	The Owner must provide the Rental Housing Rights document to all long-term tenants of the Property
<b>DEADLINE</b>	08/16/2025

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ATANAS DINKOV  
 PO BOX 1453  
 WELLS, ME 04090



In 2021, when Mr. Schoen attempted to register the rooms as he had done in the past, his registration was rejected by the City as incomplete for failing to provide additional information the City argues is required by Article XII of the City of Portland Code of Ordinances, (hereinafter, the Rent Control Ordinance). As a result, he was summonsed for failing to register his rental rooms.

The 2020 Rent Control Ordinance created the term "Covered Unit." Portland, Me., Code § 6-232 (November 3, 2020). A "Covered Unit" under § 6-232 is "a Rental Unit within the City of Portland that does not fall within a category exempted from this Article by Section 6-231." The City contends that Mr. Schoen is not in compliance with the Code because, in his attempt to register his property under § 6-151, he has not provided additional detailed information that is required of him under the Rent Control Ordinance § 6-232 regarding "Covered Units." Mr. Schoen contends that he need not supply such detailed information, as the rooms he rents are exempt from the Rent Control Ordinance as "rental units within a building containing only two (2), three (3), or four (4) dwelling units, one of which the Landlord currently occupies as his or her principal residence." Portland, Me., Code § 6-231(d) (November 3, 2020).

The Registration Ordinance and the Rent Control Ordinance contain differing definitions of the term "Rental Unit." Since 2020, the two ordinances have intersected in the Registration Ordinance by way of the newly created § 6-151(f) which requires "Covered Units" as defined in § 6-232 to register and, within that registration process, provide detailed rental data to prove compliance with the Rent Control Ordinance.

The Registration Ordinance defines a "Rental Unit" as follows:

**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 (emphasis added).

Portland, Me., Code § 6-150.1 (November 19, 2018).

Section 6-106 defines “Dwelling unit” and “Rooming unit” as follows:

**Dwelling unit** shall mean one dwelling unit as: (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.

**Rooming unit** shall mean one (1) or more rooms forming a single unit used, or intended to be used, for living and sleeping purposes, but not designed for food preparation, by two (2) or more persons living in common or by a person living alone.

Portland, Me., Code § 6-106 (August 21, 2017) (additional terms appearing in § 6-106 omitted).

The Rent Control Ordinance defines Rental Unit as:

**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.

Portland, Me., Code § 6-232 (November 3, 2020) (emphasis added).

While there are two different definitions of “Rental Unit” in the two ordinances, the term “Dwelling Unit” maintains its definition from § 6-106, discussed *supra*. A “Dwelling Unit” requires food preparation facilities, sanitary facilities, and other details that create a self-contained living space where one can conduct the activities of daily life. The court determines that the rooms Mr. Schoen provides for rental do not meet the definition of “Dwelling Unit” in the Rent Control Ordinance, and thus not “covered units” and not “rental units” subject to the Rent Control Ordinance.


Even if the court agreed that Mr. Schoen's bedrooms did constitute "dwelling units" for the purposes of the Rent Control Ordinance, they would be dwelling units "within a building containing only two (2), three (3), or four (4) dwelling units, one of which the Landlord currently occupies as his or her principal residence." Portland, Me., Code § 6-231(d), and thus be exempt from the Rent Control Ordinance.

The construction of the Rent Control Ordinance argued by the City, would require the court to determine that the framers of the Rent Control Ordinance intended to carve out an exemption for landlords who own a building with up to four separate dwelling apartments, one of which the landlord occupies as a principal residence, while denying a similar exemption to a landlord, such as Mr. Schoen, who rents out two bedrooms in his principal residence. The City concedes that there does not appear to be any sound rent control argument that could possibly be advanced to support such disparate treatment, but asserts that a literal reading of the Ordinance compels such interpretation. The court recognizes that the City has a good faith belief in the legal position it has asserted in this case, but rejects the City's argument that the Ordinance must, or should, be read to subject Mr. Schoen's bedrooms to the Rent Control Ordinance.

Given the forgoing, this court finds that the two bedrooms in question are not "Covered Units" under the Rent Control Ordinance but do remain "Rental Units" under § 6-151, and are required to be registered under that section of the City Code. Because it was the City that rejected Mr. Schoen's attempt to properly register his rental bedrooms under § 6-151, the summons at issue is DISMISSED.

The Clerk shall incorporate this order by reference and a notation made upon the civil docket pursuant to M.R. Civ. P. 79(a).

DATED: 4/6/2022

  
\_\_\_\_\_  
E. Mary Kelly  
District Court Judge



# **RENT BOARD HEARING**

**Tuesday, December 2, 2025**



## WHO WE ARE

Portland Tenants Union was founded by tenants across the city who came together to defend their rights. We aim to educate tenants, support them in addressing violations with their landlord, and help submit complaints with the City of Portland.

# **We are here today asserting the rights of the former tenants of 33 State Street**

**“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 ...” Sec. 6-234(a) (emphasis added)**

**Mr. Atanas Dinkov falsely registered 33 State Street as Owner-Occupied in order to raise rents well above the allowable limits and avoid 90-day notice requirements**

Unit 1: **59.1%** – From \$1,225 to \$1,950

Unit 2: **61.7%** – From \$1,175 to \$1,900

Unit 3: **86.7%** – From \$1,125 to \$2,100

Mr. Dinkov failed to compensate tenants for lease termination notice of less than 90 days

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

# Timeline to Deception

Jan. 5, 2024

**Mr. Dinkov purchased  
33 State Street**

DLN: 1002440261338

WARRANTY DEED

Eric H. Gay and Heather Gay of Falmouth, Cumberland County, Maine, for consideration paid, grant(s) to Atanas Dimitrov Dinkov of Wells, York County, Maine (whose mailing address is PO Box 1453, Wells, ME 04090) with Warranty Covenants, the following described real estate:

See "Exhibit A" Attached

For grantors' source of title, reference may be had to a deed from CBPC Holdings LLC to the grantor(s) herein, dated October 19, 2018, recorded in Cumberland Registry of Deeds, Book 35230, Page 147.

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

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

Witness my/our hand(s) and seal(s) this 5<sup>th</sup> day of JANUARY, 2024.

# Timeline to Deception

Jan. 5, 2024

**Mr. Dinkov purchased  
33 State Street**

Jan. 10, 2024

**Only units 2 & 3 are  
applied for LTRs**

10261338 WARRANTY DEED

### 2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

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

SECTION 1: APPLICANT CONTACT INFORMATION			
Name:	E-mail:	Phone #:	
Atanas Dinkov	addinkov@yahoo.com	207-216-0446	
SECTION 2: PROPERTY INFORMATION			
Street #	Street Name	Unit #	Chart, Block, Lot Number (CBL)/Parcel ID
33	State Street	2	044 B016001

### 2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

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

SECTION 1: APPLICANT CONTACT INFORMATION			
Name:	E-mail:	Phone #:	
Atanas D. Dinkov	addinkov@yahoo.com	207-216-0446	
SECTION 2: PROPERTY INFORMATION			
Street #	Street Name	Unit #	Chart, Block, Lot Number (CBL)/Parcel ID
33	State Street	3	044 B016001

Witness my/our hand(s) and seal(s) this 7th day of May, 2024.

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deed in

2024.

# Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased  
33 State Street

Jan. 10, 2024

Only units 2 & 3 are  
applied for LTRs

Apr. 1, 2024

All 3 units were  
rented out

UNIT 2, 33 STATE STREET PORTLAND ME 04101  
LEASE CONTRACT  
LEASE BEGINS February 17, 2024  
LEASE EXPIRES February 28, 2025

DLN: ?

Between : [REDACTED] herein after referred to as the LESSEE and the  
OWNER: Atanas Dinkov 33 state street unit 3, Portland ME 04101,  
e-mail: addinkov@yahoo.com

The unit will be occupied by no more than two (2) persons. No more than one (1) vehicle is allowed.  
ABSOLUTELY NO SMOKING AND NO PETS. List full names and ages of each adult and minor  
occupant, including above LESSEE (S):

	Name	Age
1.	[REDACTED]	[REDACTED]
2.	[REDACTED]	[REDACTED]

List vehicle to be operated and parked on the property by LESSEE and/or other occupant (s):

Year	Make/Model	Color	Plate#	State
1.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The initial term of the lease shall commence on the 17th day of February, 2024. This contract will be automatically renewed on a month-to month basis unless written notice of termination is given by either party at least 60 DAYS BEFORE THE END OF THE

Witness my/our hand(s) and

# Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased  
33 State Street

Jan. 10, 2024

Only units 2 & 3 are  
applied for LTRs

Apr. 1, 2024

All 3 units were  
rented out

LEASE CONTRACT  
UNIT 1, 33 STATE STREET PORTLAND ME 04101  
LEASE BEGINS April 1, 2024  
LEASE EXPIRES March 31, 2025

Between [REDACTED] herein after referred to as the LESSEES and the  
OWNER: Atanas Dinkov 33 state street unit 1, Portland ME 04101,  
e-mail: addinkov@yahoo.com

The unit will be occupied by no more than two (2) persons. No more than two (2) vehicles are allowed.  
ABSOLUTELY NO SMOKING AND NO PETS. List full names and ages of each adult and minor  
occupant, including above LESSEES:  
[REDACTED]

List vehicle to be operated and parked on the property by LESSEES and/or other occupant (s):

1.	Year	Make/Model	Color	Plate#	State
	[REDACTED]				

The initial term of the lease shall commence on the 1st day of April, 2024 .This contract  
will be automatically renewed on a month-to month basis unless written notice of  
termination is given by either party at least 60 DAYS BEFORE THE END OF THE  
Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

at least 60 DAYS BEFORE THE END OF THE

# Timeline to Deception

Jan. 5, 2024

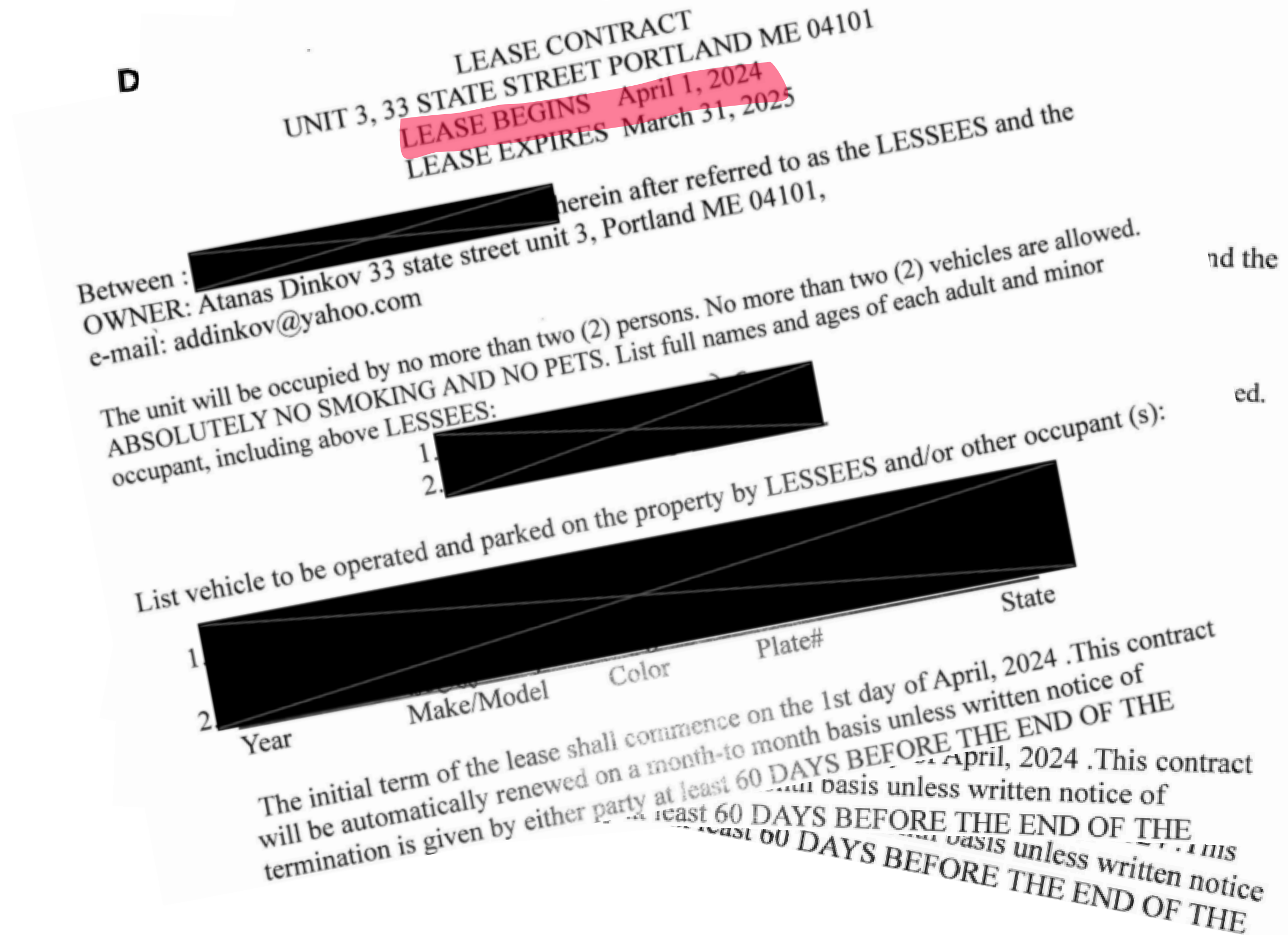
Mr. Dinkov purchased  
33 State Street

Jan. 10, 2024

Only units 2 & 3 are  
applied for LTRs

Apr. 1, 2024

All 3 units were  
rented out



# Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased  
33 State Street

Jan. 10, 2024

Only units 2 & 3 are  
applied for LTRs

Apr. 1, 2024

All 3 units were  
rented out

Apr. 17, 2024

Only units 2 & 3 are  
registered

License Number: LTR-006077-2024

ATANAS DIMITROV

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

## License Details

License Type:	Long Term Housing Registration - Multi Family	District:	N/A	Applied Date:	04/17/2024
Account Number:		Issued By:	Wilson, Alyssa	Period Start Date:	04/17/2024
Status:	Renewed			Expiration Date:	12/31/2024
				Last Renewal Date:	11/07/2024

Description:

[Business](#) [Locations](#) [Fees](#) [Attachments](#) [Contacts](#) [More Info](#)

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

More Info

## Details

Number of Rental Units **2**

### BL Supplemental Information

Unit Number	Unit Description	Base Rent	Previous Rent
2	2to4 unit building one of which landlord occupies?	\$0.00	\$0.00
3	2to4 unit building one of which landlord occupies?	\$0.00	\$0.00

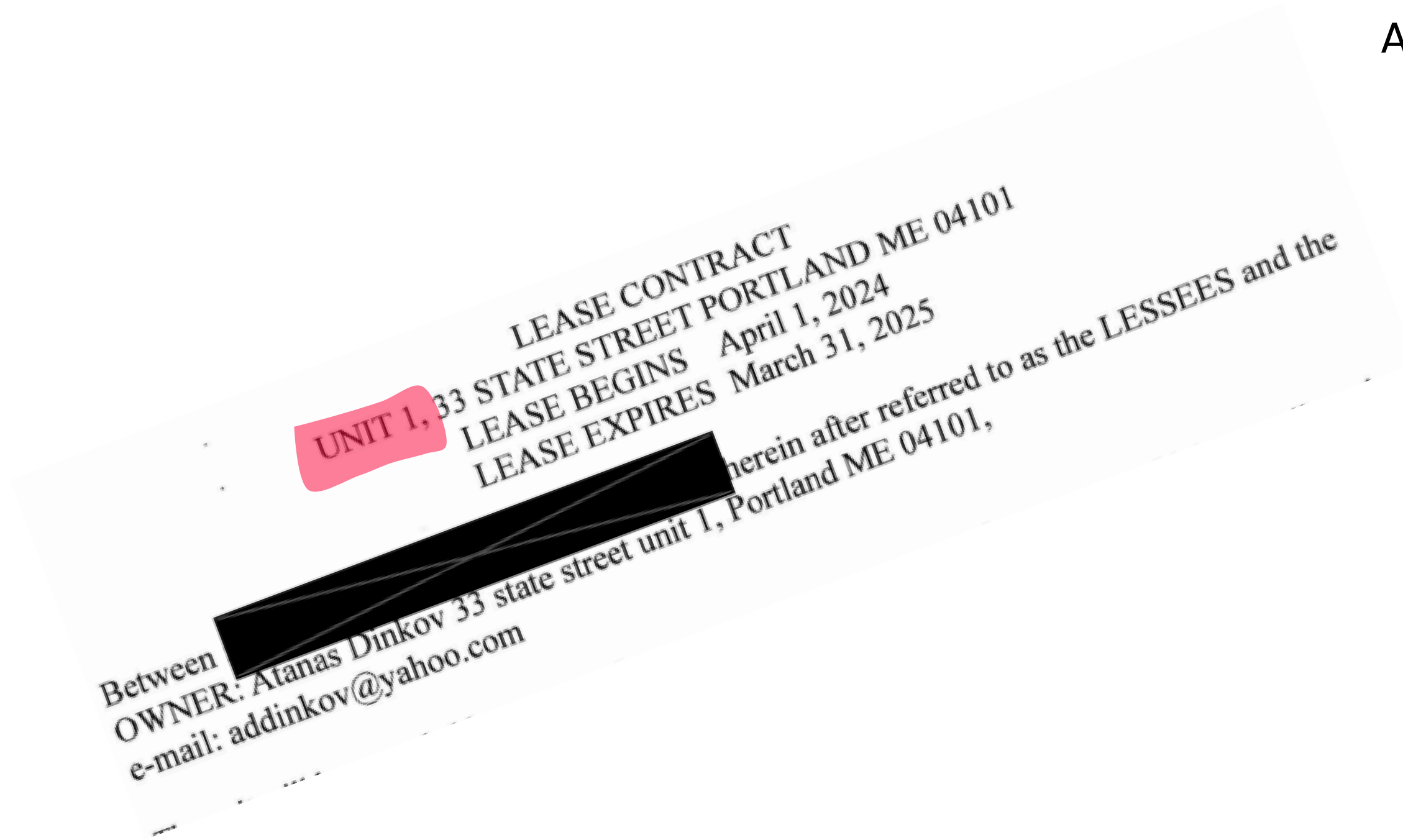
Assessor's Units **3**

# False Claim of Owner Occupancy

Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

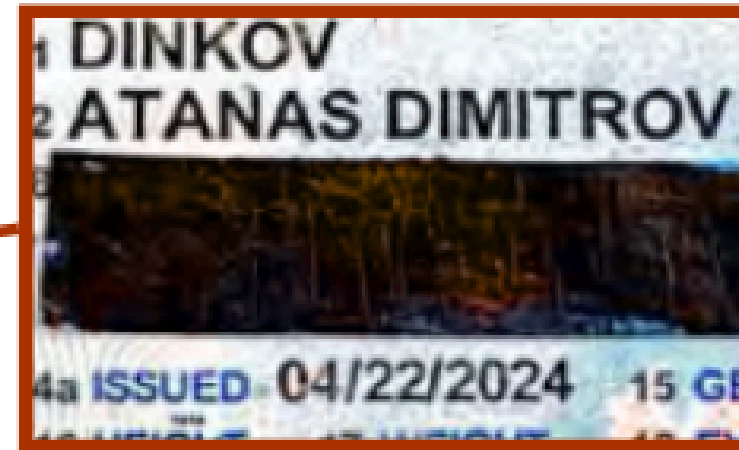
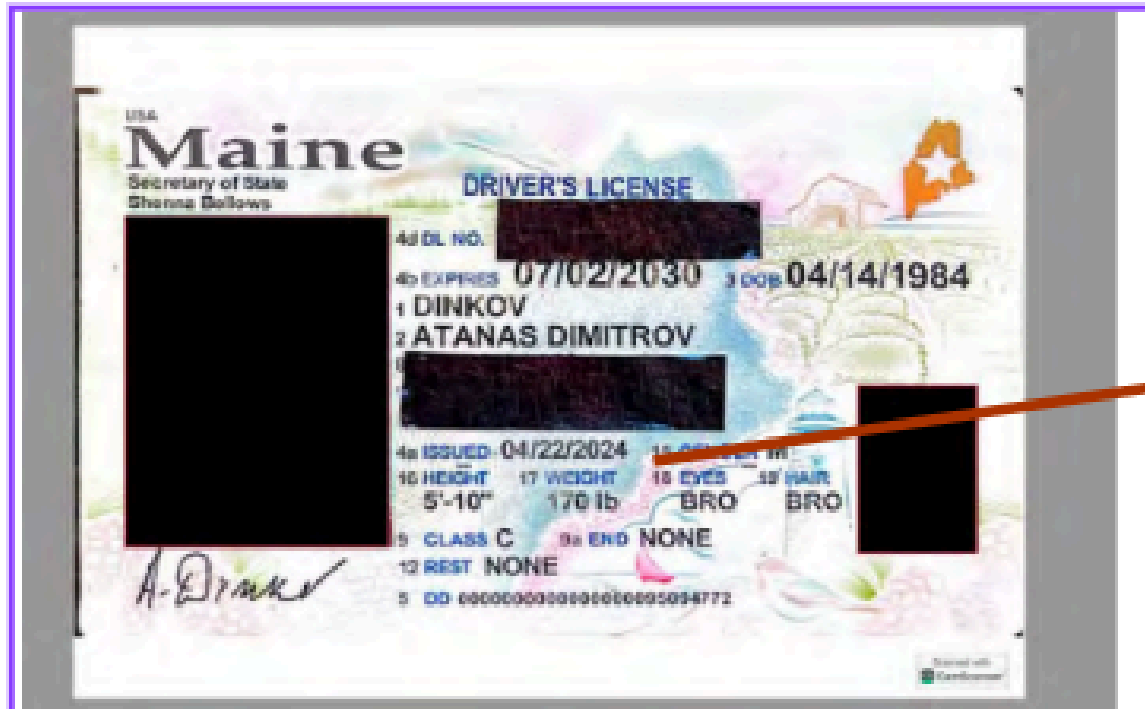
Apr 1, 2024

**Apt 1 rented out**



# False Claim of Owner Occupancy

Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

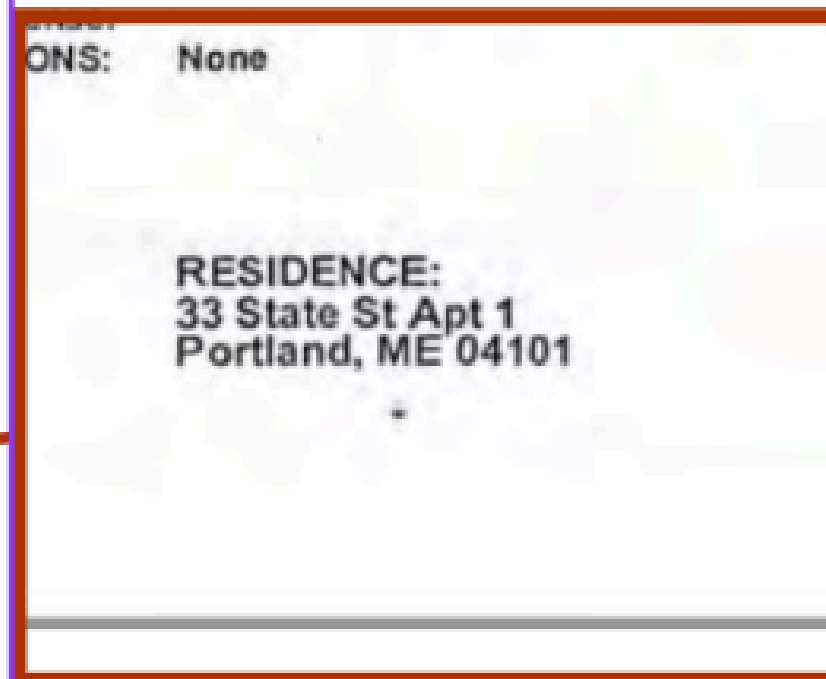


Apr 1, 2024

**Apt 1 rented out**

Apr. 22, 2024

**Claimed Apt 1 as residence on license**



# False Claim of Owner Occupancy

Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

Paige <pmarcello@portlandmaine.gov>  
To: me, Ashley

Good Afternoon-

Yes, he did register at the 33 State Street Apt 1 address on 04/23/2024.

Thank you,  
Paige

Just circling back on the above email thread to confirm the address that Mr Atanas Dinkov registered as his voting place on 4/23/24. Was it, 33 State Street, Unit 1, Portland, ME? Or a different unit/no unit?

Thanks!

Apr 1, 2024

**Apt 1 rented out**

Apr. 22, 2024

**Claimed Apt 1 as residence on license**

Apr. 23, 2024

**Claimed Apt 1 as voting address**

CLASS: C-Single vehicle or combination of vehicles that does not meet  
Class B license.  
RESTRICTIONS: None

RESIDENCE:  
33 State St Apt 1  
Portland, ME 04101



# False Claim of Owner Occupancy

Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

CUMBERLAND CNTY State of Maine Vehicle Registr  
FIT Date is Validation Date But Not Prior To 07/01/2024 Expires 07/31/2025 In

VIN	YEAR	MAKE	MODEL	COLOR
3VWD17AJXFM212387	2015	VOLK	JETTA	GY
REGISTRANT(S) DINKOV, ATANAS D			DOB/ISSUE # 04/14/1984	
LESSOR		UNIT #	DOT #	
MAILING ADDRESS PO BOX 1453 WELLS ME 04090			Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139.98 29762674	
LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND		LEGAL RESIDENCE CODE 05170 ME		

Apr 1, 2024

**Apt 1 rented out**

Apr. 22, 2024

**Claimed Apt 1 as residence on license**

Apr. 23, 2024

**Claimed Apt 1 as voting address**


July 1, 2024

**Claimed Apt 1 on his car registration**

Tax Receipt # 29762674  
Sticker # (M) (Y) 25D 2131969  
MVR-3E Rev 08/2016 REGISTRATION

# False Claim of Owner Occupancy

Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

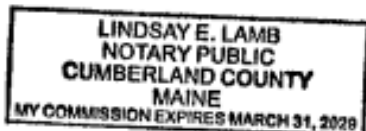
  
CITY OF PORTLAND  
Permitting and Inspections Department

**PRIMARY RESIDENCE AFFIDAVIT**

I, Hanas Dinkov, represent under oath that the following statements are true and correct to my personal knowledge:

- I reside at 33 State Street #1, Portland, Maine, CBL 014 Bolle 001 (the "Residence").
- The Residence is currently my legal residence for government purposes, including property taxes and exemptions, voting, vehicle taxes and registration, licensing, benefits, and others, as applicable.
- I reside at the Residence for more than one-half of the calendar year.
- The Residence will remain my legal residence for more than one-half of the calendar year.
- I have provided one of the following documents:
  - Valid Driver's License or State issued Identification
  - Valid motor vehicle registration \_\_\_\_\_
  - Proof of homestead exemption: \_\_\_\_\_
  - Other (please list): \_\_\_\_\_

Date: 11/07/24

  
Signature: Hanas Dinkov

Personally appeared before me the above-named affiant and made oath that the foregoing affidavit is true and correct to his/her personal knowledge.

Date: 11-7-24

Signature: [Signature]  
Notary Public/Attorney at Law

## Vehicle Registr

2025 In

COLOR  
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14/1984

Not Void  
Validated  
REGISTRATION  
PORTLAND, ME  
1/12/2024  
9 98  
2674

31969

Apr 1, 2024

**Apt 1 rented out**

Apr. 22, 2024

**Claimed Apt 1 as residence on license**

Apr. 23, 2024

**Claimed Apt 1 as voting address**

July 1, 2024

**Claimed Apt 1 on his car registration**

Nov. 7, 2024

**Claimed Apt 1 as his residence on notarized STR affidavit**

**Only submits 2025 LTRs for Units 2 & 3 again**

# Exposed. Fined.

<b>APPLICABLE CODE SECTION(S)</b>	City Code 6-155(d)
<b>CODE DESCRIPTION</b>	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
<b>COMMENTS</b>	<p>The owner's license, provided during short-term rental registration, stated the owner resided in Unit 1 of 33 State Street. The owner also registered 33 State Street as a long-term rental, registering Unit 1 as a tenant-occupied unit. A long-term lease was provided by the owner, which stated a tenant was occupying Unit 1.</p> <p>The city finds this as two violations of providing false information; one violation for short-term rental information and one violation for long-term rental information. These violations total a penalty of \$2,000.00.</p>
<b>DEADLINE</b>	07/24/2025

# And Then The Story Changes

After this, Mr. Dinkov submitted claims that he lived in the basement/laundry room rather than unit 1, **contradicting every legal document he submitted during the tenancies in question.**

# And Then The Story Changes

After this, Mr. Dinkov submitted claims that he lived in the basement/laundry room rather than unit 1, **contradicting every legal document he submitted during the tenancies in question.**

*“And in the beginning of August 2024, he told me that I wil no longer be able to use the washer/dryer that was located in the **basement unit of his building because he was going to live there.**”* Neighbor.

# And Then The Story Changes

After this, Mr. Dinkov submitted claims that he lived in the basement/laundry room rather than unit 1, **contradicting every legal document he submitted during the tenancies in question.**

*“And in the beginning of August 2024, he told me that I will no longer be able to use the washer/dryer that was located in the **basement unit of his building because he was going to live there.**”* Neighbor.

*“I believe he was **residing in his basement unit** for a certain time.”*  
Neighbor.

# And Then The Story Changes

After this, Mr. Dinkov submitted claims that he lived in the basement/laundry room rather than unit 1, **contradicting every legal document he submitted during the tenancies in question.**

*“And in the beginning of August 2024, he told me that I will no longer be able to use the washer/dryer that was located in the **basement unit of his building because he was going to live there.**”* Neighbor.

*“I believe he was **residing in his basement unit** for a certain time.”*  
Neighbor.

“The Owner [told us that he] initially resided in Unit 1, then **relocated to the basement of the Property...**” City of Portland

**Now Mr. Dinkov claims to have lived in the basement rather than unit 1.  
However, there was no 4th dwelling unit in the basement.**

<b>PARID: 044 B016001</b> <b>DINKOV ATANAS DIMITROV</b>	
Parcel	
Parcel ID	044 B016001
Property Location	33 STATE ST
Unit	3
<b>Living Unit</b>	<b>13 - THREE FAMILY</b>
Land Use Code	<b>Verify legal use with the Zoning Office</b>
Land Area (acreage)	.0436
Notes	44-B-16 STATE ST 33 1901 SF

**Now Mr. Dinkov claims to have lived in the basement rather than unit 1.**

**However, there was no 4th dwelling unit in the basement.**

Residential	
Card	1
Style	TOWNHOUSE/RO
Year Built	1900
Stories	3
Attic	1 - NONE
Fuel Type	4 - OIL
Heat System	5 - STEAM
Heat/AC Type	2 - BASIC
Fireplaces	0
Total Rooms	15
Bedrooms	4
Full Baths	3
Half Baths	4
Basement	4 - FULL
Basement Garage Spaces	0
Finished Basement Area	200
Basement Rec Room Area	
Unfinished/Cathedral Area	
Living Area	

EE FAMILY  
gal use with the Zoning Office  
6  
E ST 33  
SF

1973  
Page 178

**Now Mr. Dinkov claims to have lived in the basement rather than unit 1. However, there was no 4th dwelling unit in the basement.**

Residential	
Card	
Style	
Year Built	
Stories	1
Attic	

**Long Term Rental Registration**

LTRIN-103759-2023      Passed      5/27/2023      5/27/2023      Matt Sarapas

Inspection Comment: Eric: 207-838-3649 / 3 units

CheckListItem	Comments
General Comments	

**Note**  
missing detection and unit #s addressed same day

Basement Garage Spaces	3
Finished Basement Area	4 - FULL
Basement Rec Room Area	
Unfinished/Cathedral Area	0
Living Area	200

6  
E ST 33  
SF

# Now Mr. Dinkov claims to have lived in the basement rather than unit 1. However, there was no 4th dwelling unit in the basement.

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

**License Details**

License Type: Long Term Housing Registration - Multi Family      District: N/A      Applied Date: 11/07/2024

Account Number:      Issued By: Lamb, Lindsay      Period Start Date: 11/07/2024

Status: Issued      Expiration Date: 12/31/2025

Description:

Long Term Rental  
 LTRIN-103759-202  
 Inspection Comm

CheckListItem  
 General Comm

Note  
 missing detection

Basement  
 Finished Ba  
 Basement R  
 Unfinished/C  
 Living Area

- Business
- Locations
- Fees
- Attachments
- Contacts
- More Info

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

**Details**

Number of Rental Units 2

**BL Supplemental Information**

Unit Number	Unit Description	Base Rent	Previous Rent	a)
2	2to4 unit building one of which landlord occupies?	\$0.00	\$0.00	\$0
3	2to4 unit building one of which landlord occupies?	\$0.00	\$0.00	\$0
1	2to4 unit building one of which landlord occupies?	\$0.00	\$0.00	\$0

Assessor's Units 3

**Now Mr. Dinkov claims to have lived in the basement rather than unit 1.**

**However, there was no 4th dwelling unit in the basement.**

Long Term Rental  
LTRIN-103759-202  
Inspection Comm

CheckListItem  
General Comm

Note  
missing detection

Basement  
Finished Ba  
Basement R  
Unfinished/C  
Living Area

  
CITY OF PORTLAND  
Permitting and Inspections Department  
**SHORT TERM RENTAL UNIT REGISTRATION APPLICATION**

SECTION 1: PROPERTY INFORMATION		
Street Number	Street Name	CBL- Chart, Block, Lot Number (e.g. 001-X-000-001)
33	State Street	044 B010001
Type of Property*	Multiunit	
Total Number of Dwelling Units in Building:	3	
*If located in a condominium or homeowners association, you attest that the use of the unit as a short term rental is allowed. Yes <input type="checkbox"/> No <input type="checkbox"/>		
SECTION 2: OWNER INFORMATION (COMPLETE PART A OR PART B)		
Part A - Individual Ownership:		
Owner First Name	Owner Last Name	Primary Telephone Numbers
Hamas	Dinkov	207-216-0446
Mailing Address		Email Address
PO. Box 1453 Wells NE 04090		abdinkov@yahoo.com

2024

2024

2025

arapas

Top | Ma

# Rooming Unit vs Dwelling Unit

The space that was used as the owner-occupied section of the dwelling fits the definition of a rooming unit found in Article V of Sec 6-106:

- Rooming unit shall mean one (1) or more rooms forming a single unit used, or intended to be used, for living and sleeping purposes, but not designed for food preparation, by two (2) or more persons living in common or by a person living alone.

-Mr. Dinkov's testimony

The basement unit would fit the definition of a "rooming unit"<sup>2</sup> under Sec 6-106 of the City Code. Per Sec 6-150.1 of the Code, a "rooming unit" is a rental unit.<sup>3</sup>

-City memo

All parties concede that the basement of 33 State Street **is not a dwelling unit.**

# Decision Avenue #1:

Mr. Dinkov needs to have lived in a **dwelling unit** to be exempt from rent control

## Sec. 6-231. Applicability.

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

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

### SECTION 3: RENTAL UNIT INFORMATION

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

Is this unit exempt for any of the following? Check any that apply, must fill in at least one:

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

-33 State Street LTR Registration

## **Decision Avenue #2:**

Mr. Dinkov provided no evidence that the basement unit was his principal residence under the law

Section 6-150.1 defines Owner-Occupied as “a rental unit owned and occupied by the registrant as their primary residence”. Primary residence is defined as an owner’s “legal residence for more than one-half of a year and registers as his or her address for tax and government identification purposes”.

-City memo

The “rental unit” currently under question for owner occupancy is the supposed “basement unit”. All of Mr. Dinkov’s tax and government identifications list Unit 1 as his address, which is a rental unit that was **occupied by tenants the entire year.**

## **Decision Avenue #2:**

Mr. Dinkov provided no evidence that the basement unit was his principal residence under the law

Per the City's analysis, the record shows that the Owner used the rooming unit located in the basement of 33 State Street for more than one-half of the year and registered the property as his primary residence for tax and government purposes. This qualifies the property as "owner-occupied" under Section 6-150.1 of the City of Portland Code of Ordinances. As such, the property is exempt from the Rent Stabilization Ordinance.

9

-City memo

## Decision Avenue #3:

The basement did not, and still does not, meet the standards of habitability for a rooming unit

or shower. Rooming houses and dwelling houses containing rooming units shall contain at least one (1) flush toilet, one (1) lavatory basin, and one (1) bathtub or shower for each five (5) persons or fraction thereof living within rooming units in the dwelling.

-Sec. 6-111. Minimum plumbing standards.

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(d) *Maintenance of plumbing fixtures.* All fixtures required by this article and all fixtures installed in addition thereto shall be properly installed and maintained in sound mechanical condition, free from defects, leaks, or obstructions, and in accordance with the state plumbing code.

-Sec. 6-111. Minimum plumbing standards.

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practicable. No such facilities located in a basement or cellar shall count in computing the number of facilities required hereunder, except upon the prior approval of the building authority.

-Sec. 6-111. Minimum plumbing standards.

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-Sec. 6-111. Minimum plumbing standards.

of windows in the front of the building. The space was partitioned into two separate spaces, each consisting of roughly 50% of the footprint of the building. One space was used primarily as a laundry facility. The other space was separated by a wall with a door and contained a bathroom. At the time of the June 2025 inspection, the toilet was still functional, and the rough plumbing for a sink and a possible shower were visible.

-City memo

**Sec. 6-110. Minimum standards for space and occupancy thereof.**

No person shall occupy as owner-occupant or shall let to another for occupancy any dwelling, dwelling unit, or rooming unit which is or would be overcrowded as determined by the following minimum standards for space and occupancy:

- (f) *Basement dwelling units.* Every room in any cellar or basement used for the purposes of a habitable room shall meet the following conditions:
1. The ceiling shall have a clear inner height of at least seven (7) feet and shall be at least three (3) feet above the grade of the ground at the points where the required windows open.
  2. The floor and walls shall be water- and damp-proof and the room shall be well drained and dry.
  3. There shall be one (1) or more windows, the combined total sash area of which shall be not less than eight (8) square feet, or one-twelfth of total floor area, whichever is greater, which windows shall open readily for purposes of ventilation directly to the outside air.



Boarded up windows to 33 State Street  
Basesment. 1/20/2025

Adding to the evidence that the basement did not meet the living standards of a rooming unit, Mr.

Dinkov texted his tenants on  
November 11, 2024,

**“Based on some safety issues concern and conversation with certified plumber the laundry room will not be available till the end of the year”**



## **Decision Avenue #4:**

**Mr. Dinkov did not live anywhere in 33 State St.**

**All five tenants, occupying all  
three units, confirm, under  
oath, that the landlord never  
lived at the property**

# Mr. Dinkov did not live anywhere in 33 State St.

**Tenants confirm, under oath, that landlord never lived at the property**

3. At the beginning of our lease term Mr. Dinkov told me that he was a renter in Ogunquit, ME and he discussed living in Ogunquit on multiple occasions.

7. At no point during the entirety of my tenancy did my landlord, Mr. Atanas Dinkov, make the basement of the building his residence. I know this based on what I saw and heard, and based on Mr. Dinkov's own statements to me.

# Mr. Dinkov did not live anywhere in 33 State St.

**Tenants confirm, under oath, that landlord never lived at the property**

3. At the beginning of our lease term in Ogunquit, ME and he discussed living there.

7. At no point during the entirety of my tenancy did Mr. Dinkov ever make the basement of the building his home, as far as I have ever heard, and based on Mr. Dinkov's own statements.

2. Included in our lease was the use of a laundry room, which took up a large portion of the basement, and contained the only three windows in the basement. I did my laundry there one evening every week, and never saw evidence of Mr. Dinkov living there.

3. When I toured the unit on March 26, 2024 before moving into the property, Mr. Dinkov told me that he was a tenant himself, and lived in Ogunquit, Maine. He continued to mention this fact throughout my tenancy, saying that he had to drive over 30 minutes to reach both work in South Portland and 33 State St. from his home.

# Mr. Dinkov did not live anywhere in 33 State St.

**Tenants confirm, under oath, that landlord never lived at the property**

2. Included in our lease was the use of a laundry room, which took up a large portion of the basement, and contained the only three windows in the basement.

3. After those tenants moved in, Mr. Dinkov was occasionally present at the Building to perform work in the basement, but at no time did he live in the basement or establish any living space there. The basement contained laundry facilities for tenants but no setup consistent with a residence.

6. There were many times that Mr. Dinkov alluded to the fact that he lived a 45 minute drive from Portland, not in Portland proper.  
home.

# Mr. Dinkov did not live anywhere in 33 State St.

**Tenants confirm, under oath, that landlord never lived at the property**

2. All three units at 33 State St. were occupied by tenants the whole time I lived there.

3. At no point during the year that I lived at 33 State St. did my landlord, Atanas Dinkov, make the basement or any other place in the building his residence. I know this because of things Mr. Dinkov told me and my observations of what took place at the property.

5. The first time I met Mr. Dinkov, when I toured the property with my roommate on March 16, 2024, he told me and my roommate that he lived in Ogunquit.

6. There is a 10-minute drive from Portland, not in Portland proper.

home.

m, which took up a large  
ree windows in the basement.  
d never saw evidence of Mr.  
moving into the property, Mr.  
ved in Ogunquit, Maine. He  
cy, saying that he had to drive

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# Mr. Dinkov did not live anywhere in 33 State St.

**Tenants confirm, under oath, that landlord never lived at the property**

2. All three units at 33 State St. were occupied by tenants the whole time I lived there.

3. At no point during the year that I lived at 33 State St. did my landlord, Atanas Dinkov, make the basement or any other place in the building his residence. I know this because of things Mr. Dinkov told me and my observations of what took place at the property.

5. My roommate and I did not see Mr. Dinkov at the property. At no point during my tenancy did my landlord, Atanas Dinkov, reside in the basement as his primary residence. I know this based on my knowledge of what took place at the property, and Mr. Dinkov's own statements he made to me.

4. The first time I met Mr. Dinkov was when I toured the property with my roommate on March 16, 2024. It was at that point that he told us he was a renter in Ogunquit, Maine.

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ree windows in the basement.  
d never saw evidence of Mr.

moving into the property, Mr.

aine. He  
had to drive  
from his

# **Mr. Dinkov's "Evidence" Doesn't Add Up**

Mr. Dinkov has failed to provide meaningful evidence that he lived anywhere at 33 State Street during the time period in question.

# **Mr. Dinkov's "Evidence" Doesn't Add Up**

## **The UPS Driver's note**

The letter provided by a UPS driver was signed 3 months after the tenants had moved out, and does not contradict the evidence provided.

# **Mr. Dinkov's "Evidence" Doesn't Add Up**

## **The Neighboring Landlord's note**

The neighboring landlord claims he could no longer use the laundry room, as Mr. Dinkov was moving into the basement in Aug., 2024. However, the laundry room remained in use until Nov. 11, 2024, when Mr. Dinkov informed his tenants that it would no longer be safe, reducing their rent by \$15.

(As a side note, if what the note said were true, it, again, contradicts his having registered 33 State as owner-occupied in April, 2024.)

# **Mr. Dinkov's "Evidence" Doesn't Add Up**

## **The Parking Tickets**

Mr. Dinkov provided 3 parking tickets from in front of his building. Two were imposed outside the time period in question. Only one covers the time period and it is during the afternoon – a time when even the tenants testified he was sometimes present demolishing the basement.

# Mr. Dinkov's "Evidence" Doesn't Add Up

## Text From Apt #1

Mr. Dinkov uses a text from the first floor tenants about noise at 7:30am on Nov. 2, 2024 to suggest that he was there overnight. In truth, **the full text references demolition noise from the basement.** The tenants confirm this fact in their affidavit.

# Mr. Dinkov's "Evidence" Doesn't Add Up

## Appraisals

Mr. Dinkov provided two *partial* appraisals of the property, neither of which describe a room that fits the city's habitability criteria for a dwelling unit. Indeed, **the 2024 appraisal valued the basement at \$12 per sf, vs \$55 per sf for "Living Areas."**

# Mr. Dinkov's "Evidence" Doesn't Add Up

## 1983 Inspection

This **inspection is 42 years old**, and **every official document** surrounding his purchase of the property, and his ownership, **shows there are only 3 dwelling units and only 3 bathrooms** in the building, as shown in slides 17-21.

# Mr. Dinkov's "Evidence" Doesn't Add Up

## Where did he live?

While we cannot prove where Mr. Dinkov lived from 4/1/2024 to 3/31/2025, (because all his documents claim he lived in Unit 1, when clearly he did not), nor is it necessary, we suspect he lived at 33 Cherry Lane in Ogunquit, as **he issued monthly Venmo payments** to the owner of this property often **using the "rent" emoji** 🏠, which corresponds with what he told his tenants.

# Mr. Dinkov's "Evidence" Doesn't Add Up

## Where did he live?

Despite a note from his landlords claiming that he was merely renting office space, a note **not given under oath**, the same landlords posted on Mr. Dinkov's Facebook page over the years:

**"Nasco [his nickname] moved into our home in Ogunquit..."**

**"Will clean the crackers off your bed!"**

**"See you back at Cherry Lane soon."**

Atanas Dinkov is with Gordon Lewis and 2 others.  
Jun 17, 2022 · 🌐

**Gordon Lewis**  
After much time ! Congratulations to a guy who has become an American citizen for ALL THE RIGHT REASONS. Nasco moved into our home in Ogunquit 10+ years ago, often held two jobs, went to school to learn accounting, took the CPA exam more than once and finally passed. He has worked for a substantial Accounting firm in Portland for several years, stays in touch with his family and friends back home in Bulgaria, and enjoys the blessed and wonderful things we have in Ogunquit, Maine. We are happy for him, proud of him, and my family loves this guy who has become part of our Cherry Lane family! In the words of your Mom Nasco, " You have done great" !

3y Like Reply 6

**Mariana Batashka**  
Gordon Lewis Thank you Gordon!

3y Like Reply 1

**Stoil Mladenov**  
Gordon Lewis we will keep eye on him 🇺🇸 😄

3y Like Reply 1

**Diana Guseynov**  
Stoil Mladenov 🤔

3y Like Reply

**Atanas Dinkov**  
Thank you Gordon. Thank you for being not just friend but family. Thank you for your

# Where *Did* He Live?

More than just a rented "work space"?

3:53

Atanas's post

Write a reply...

**Walter Kallenback**  
Merry Christmas and enjoy

1y Like Reply 1

**Atanas Dinkov**  
Thank you

1y Like Reply

Write a reply...


**Gordon Lewis**  
See you back at Cherry Lane soon. Stay well My friend.

1y Like Reply

Atanas's post

See translation

2y Like Reply 2

**Mariana Batashka**  



2y Like Reply

**Mimi A Reeder**  
Have a safe flight! See you here! Happy New Year!

2y Like Reply 1

**Kaloyan Stoitsov**  
About time 🤔

2y Like Reply 1

**Kevin McShera**  


2y Like Reply 1

**Gordon Lewis**  
Will clean the crackers off your bed!

2y Like Reply

# Summary Findings

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- There are **only 3 dwelling units** in the building.

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- **All 3 dwelling units were occupied** by tenants.

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# Summary Findings

- There are **only 3 dwelling units** in the building.
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- The **basement is not a dwelling unit.**

# Summary Findings

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- The **basement is not a dwelling unit. Nor is it a rooming unit.**

# Summary Findings

- There are **only 3 dwelling units** in the building.
- **All 3 dwelling units were occupied** by tenants.
- Mr. Dinkov **falsely claimed to live in Unit 1.**
- After our complaint, Mr. Dinkov **changed his story to claim he lived in the unfinished basement.**
- The **basement is not a dwelling unit. Nor is it a rooming unit.**
- Regardless, all tenants testified **he never lived at 33 State. Ever.**

# Conclusion

**Mr. Dinkov did not live at 33 State Street in Unit 1 or the basement between April 1, 2024 and April 1, 2025.**

# **Accountability**

**In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

# **Accountability**

**In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

- 1. Revoke Mr. Dinkov's primary residence exemption.**

# **Accountability**

**In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

- 1. Revoke Mr. Dinkov's primary residence exemption.**
- 2. Repeal all rent increases imposed** by Mr. Dinkov in 2024 and require that **tenants be fully refunded the amounts they were overcharged.**

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**In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

- 1. Revoke Mr. Dinkov's primary residence exemption.**
- 2. Repeal all rent increases imposed** by Mr. Dinkov in 2024 and require that **tenants be fully refunded the amounts they were overcharged.**
3. Ensure that the **tenants** of Unit 1 and 2 are each **given one month's rent** as compensation for being given less than 90-days notice to vacate the unit.

# Accountability

**In light of these violations, and this brazen attempt to sidestep the law, gouge his tenants, and make these three units unaffordable, we request that the Rent Board:**

- 1. Revoke Mr. Dinkov's primary residence exemption.**
- 2. Repeal all rent increases imposed** by Mr. Dinkov in 2024 and require that **tenants be fully refunded the amounts they were overcharged.**
3. Ensure that the **tenants** of Unit 1 and 2 are each **given one month's rent** as compensation for being given less than 90-days notice to vacate the unit.
- 4. Impose fines** on Mr. Dinkov of at least \$100 per month per unit **for illegal rent increases collected; \$100 per violation for inadequate notice compensation; \$1,000 for filing false information** in regard to owner-occupancy in his STR application; and \$100 per instance **for not posting the tenant rights document.**

**City of Portland – Housing Safety Division**  
**TENANT RIGHTS COMPLAINT**

**Date of Hearing:**

December 2, 2025

**Appellant:**

Shelley Swift

**Owner Name and Address:**

193 York Street LLC

PO BOX 361

Lynnfield, MA 01940

**Property Address and Unit:**

193 York St, Unit 2

**CBL:**

044-C-004-001

City of Portland Rent Board

Matthew Lax, Chair

Via email: [rentcontrol@portlandmaine.gov](mailto:rentcontrol@portlandmaine.gov), [rentboard@portlandmaine.gov](mailto:rentboard@portlandmaine.gov)

Dear Chair Lax and members of the Rent Board,

Pursuant to the standing granted to tenant unions under section 6-243(a) of the city code, we submit this appeal under 6-263(e) regarding a retaliatory tenancy termination 191-193 York Street.

**My evidence stands as follows:**

Within six months of the tenant sending a complaint to the landlord that they had not received the appropriate forms required as part of satisfying a signature on the Rental Housing Rights Document, the landlord sent notice to the tenant that they now must vacate in 30-days (see exhibit A ) and included a check for two months rent.

I have been in this building for 11 years. I am up-to-date on all of my rent. Since this owner has purchased this building, they have had many difficulties in their role as a property manager. They had failed to register the units. They had failed to give proper notice when they increased rents. They were found in violation and appealed and lost the appeal. They had to pay me back for the overage that they had charged in April of this year.

Matt Greico sent me three docusign documents 1 stated I received the money, 2 stated that I had a 90 day notice for rent increase, and 3, the final document, that was the rental housing rights document.

When I advise them that I could not sign the form until they gave me the appropriate disclosures (because the document states that I have received them) I can't sign it unless I've actually received them. Louann Grieco was combative.

This is the transcript of our text:

Apr 29 2025

shelley swift :

I reached out to Matt several times about trying to address this, but he is unresponsive. Other than to say that if the math was wrong, then I should just take it out of one of the rents . One of the documents was asking me to confirm the amount for the reimbursement in the math was not correct.

One of the forms that I'm being requested to sign is a statement of acknowledgment of receipt of disclosure forms that I have not received. Which include :

1 Landlords Disclosure To Tenants Of Radon Gas Hazards  
In A Residential Rental Property

2 Energy efficiency disclosure form for a rental units in Maine

3 Lead paint disclosure form  
Will you be sending those along?

And the third document regarding the rent increase I corrected the mistakes on that form and signed it and asked him where to send it and he never responded. Do you want me to send a photo of that to you?

Required Forms & Informational Material

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

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

Forms required by the State of Maine:

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

\*Please contact the agency providing the document for translation\*

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

Landlord	Date
Tenant	Date
Tenant	Date
Tenant	Date

Updated 2024/05/16

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

Here is the link to access these forms

Louann Grieco:

Shelley you received all those docs previously as a tenant there is no need to send again. You just need to sign the rent increase and sign the confirmation that you got paid. They are in a docusign so no need to meet or mail

Thursday May 1

Louann Grieco:

Shelley can you please send over the signed rent increase document today to [Kjmminc@gmail.com](mailto:Kjmminc@gmail.com)

And any other forms you signed

### **In conclusion**

My landlords refused to follow through on their responsibilities as property owners and landlords. They are very disgruntled that I have one my case against them for their Rent Control violation. The tenant downstairs from me just moved out and filed their Rent Control violation against them only days before they sent me this Tenancy termination, and I believe this is a factor!

There is simply no financial reason for this landlord to terminate the my tenancy. By giving 30-days notice against the tenants' wishes, the landlord forfeits the 5% bump he might otherwise be allowed.

In light of this evidence, we ask that the rent board:

1. Find that the landlord has retaliated against me for requesting the appropriate disclosure that they are required to supply.
2. That the landlord forfeit all available banked rent at the unit, and all the others, as he was not in substantial compliance.
3. That the landlord be fined \$200 a day for the retaliatory act against the tenant in until the retaliation is withdrawn (the tenant is re-offered the unit for another year, the tenant vacates by mutual agreement, or the tenant is evicted by the legal statutory process).

Thank you for your immediate attention to this matter. I am happy to answer any questions about this complaint and provide additional backup documentation, screenshots of text messages, etc. regarding any and all the matters discussed in this letter.

11/7/2025

Matthew Grieco  
Authorized Agent for 193 York Street LLC

Rent Board of Portland, ME  
City of Portland  
389 Congress St, Portland, ME

Dear Members of the Rent Board,

I am writing to respond to the complaint filed against my company 193 York Street LLC by Shelley Swift and to clarify my position regarding Unit 2 at 193 York Street, which I purchased in 2020.

### **Why Shelley is being asked to leave**

My plan at the time of purchasing this building was to move into Unit 2 as soon as I could, but, because of certain medical issues, I have not been able to move in yet. Currently, I'm renting a room that I share with three roommates. I have always wanted to move into the house I bought in Portland, but I've been living in a shared room for two years because of specific medical issues I've faced. Although it would be invasive and embarrassing, I would potentially be willing to share more information with the Rent Board about my medical history, but I am not willing to publicly broadcast my private medical information to the world.

At this time, I've reached a point where I'm ready to leave my current housing situation and move into Unit 2. I need additional space for work and personal use, and Unit 2 is the largest unit in the building. The other units are too small for my needs or have tenants with leases living in them. Shelley does not have a lease and has been a tenant at will for over a year now. My current living situation no longer meets my personal and professional needs. I need a dedicated work from home area and I need storage space for work and personal use. Unit 2 is the ideal home for me. It offers the storage space, off street parking, and location to satisfy all my professional and personal needs.

I want to live in my home, and that's the only reason Shelley is being asked to leave.

### **Shelley's Complaint**

I am not aware of any complaints or cases brought by Shelley against me. In May of 2024, the City conducted an audit of all of the units in 193 York Street and decided that I had made a mistake in how I handled a past rent increase in Unit 2. To my knowledge, Shelley had nothing to do with the City notifying me of this violation. I was informed by the City that it was a standard periodic audit being performed without a specific complaint having been made. I exercised my right to appeal and complied with the City's requirements in April 2025, over six months ago, when my appeal was denied.

As far as I know, none of that had anything to do with Shelley, and I am not aware of any ongoing complaints from her relating to rent control or any other topic. In her complaint to this Board, Shelley refers to documents she is claiming I failed to supply. Shelley lived in Unit 2 when I bought the building, so I have never been required to supply her with any of the documents she is complaining about. Shelley had already received those documents from the former owner. Even so, I sent her a complete packet to ensure that she had everything she needed. In her complaint, she provides a link to the City's website where the documents are available. Shelley has not only been given the documents by the prior owner and by me, but she has easy access to download them for herself. Her complaint about not receiving documents seems like a transparent attempt to manufacture a reason that she should be permitted to occupy my home without my consent.

There is no rent control issue that Shelley asserts she has filed a complaint or appeal about. Her only allegation is that she refused to sign a form stating that she had received the informational documents that I would only be required to give her at the commencement of her tenancy based on the City's ordinances. Her tenancy commenced before I owned the building. Not only have I provided those documents to Shelley before, the requirement to provide them is not part of the Rent Stabilization Ordinance, and I don't understand how her refusal to sign a paper saying she received them has been brought before this Board. This is not a rent or rent control issue, and, because I don't really need her to acknowledge receipt of those documents, it isn't an issue at all.

Shelley says that communications from my mother Louann Grieco were combative, but it is clear from the conversation she quotes that they were not. My mother was patient and friendly and clarified that Shelley didn't need to acknowledge that she had received the rental documents, even though she had received them from me in the past. She requested that Shelley acknowledge receipt of a check and a rent increase notice which Shelley is not appealing or complaining about and which were not connected to her receipt of the tenancy commencement documents that I didn't need to give her.

My intention to move into Unit 2 has always been consistent, it is important for me in order to move forward with my plans and the next stage of my life, and I am now prepared to move into and live in my own home. Shelley's allegations don't really make sense, and they have nothing to do with why I want to live in the unit she has been renting.

I appreciate your consideration of my statement and look forward to answering any questions you have at the upcoming hearing on this complaint.

Thank You,

Matthew Grieco

[Mgrieco07@gmail.com](mailto:Mgrieco07@gmail.com)

803-221-2100



Matthew Matthew &lt;mgrieco07@gmail.com&gt;

---

**Rent Control - 193 York Street - BLDG0107314**

1 message

---

**Rent Control- City of Portland** <rentcontrol@portlandmaine.gov>  
To: MGRIECO07@gmail.com, KJMMINC@gmail.com

Tue, May 28, 2024 at 9:33 AM

The City of Portland conducts audits of submitted information for registered rental properties to ensure compliance with Residential Rental Unit Requirements and Rent Control and Tenant Protections.

The property located at 193 York Street is due for a review. Please submit the documentation requested in the attached letter for staff review within two (2) weeks of the date of this email. Failure to provide the City with the requested documents will be considered a refusal to allow an inspection, which is a violation of the City of Portland Code of Ordinances, and is subject to civil penalties, potential legal action, and other remedies.

Please reference case number **BLDG2407314**. I appreciate your anticipated cooperation, and please contact our office by calling 207-874-8900 if you have any questions.

—  
Licensing and Registration  
[389 Congress Street](#)  
Portland, Maine 04101  
[rentcontrol@portlandmaine.gov](mailto: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.

---

 **193 York RFI.pdf**  
269K



05/28/2024  
Case Number: BLDG2407314  
Business License: LTR-0050803-2023

193 York Street LLC  
PO Box 361  
Lynnfield, MA 01940

### REQUEST FOR INFORMATION

To Whom It May Concern,

The City of Portland conducts audits of submitted information for registered rental properties to ensure compliance with Residential Rental Unit Requirements and Rent Control and Tenant Protections. The property located at **193 York Street** is due for a review. Please submit the documentation requested below for staff review within two (2) weeks of the date of this correspondence. Failure to provide the City with the requested documents will be considered a refusal to allow an inspection, which is a violation of the City of Portland Code of Ordinances, and is subject to civil penalties, potential legal action, and other remedies.

Please provide the following for each Covered unit:

- A valid rental agreement, rent payment receipt, copy of cashed check, or bank statement that validates the rent charged for each unit **for the period of June 2020 to Present**.
- Acknowledgement of receipt of the Rental Housing Rights document signed by the current tenants of each unit.
- Copies of any Rent Increase Notices issued.

Additional follow-up documentation may be requested if further investigation is required.

Letters have also been sent to each unit requesting confirmation of registered rental amounts from the tenants. Be advised, you may be required to reimburse your tenant if it is determined that the rent being charged for a Covered Unit violates the Rent Control and Tenant Protections Ordinance.

Please respond the City of Portland within two (2) weeks regarding this matter. The requested documents can be sent to [rentcontrol@portlandmaine.gov](mailto:rentcontrol@portlandmaine.gov), faxed to 207-874-8900, or sent via USPS to 389 Congress St, Licensing and Housing Safety Division, Portland, Maine 04101. If no response is received within two (2) weeks this matter may be referred to Corporation Counsel for legal action. Please reference case number **BLSG2407314**. 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