RENT BOARD

January 28, 2026
5:00 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:
https://portlandmaine-gov.zoom.us/j/89573671630?pwd=PEAlG9Nv2eu0bN8scaeWmfut2YOn1C.1
Passcode:515179

Phone one-tap:
+13092053325,,89573671630#,,,,*515179# US
+13126266799,,89573671630#,,,,*515179# US (Chicago)

Join via audio:
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
Webinar ID: 895 7367 1630
Passcode: 515179
International numbers available: https://portlandmaine-gov.zoom.us/u/kwnoAr1ft

II. ROLL CALL:

III. APPROVAL OF MINUTES

a. December 17, 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"

a. Rent Control Report - Q4 2025

V. UNFINISHED BUSINESS:

a. Approval of Findings of Fact & Conclusions of Law

b. Rent Increase Appeal
Appellant: Portland Tenant's Union
Address: 33 State St, all units
Property Owner: Atanas Dinkov
CBL: 044-B-016-001

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

d. Tenant Rights Appeal - Public Comment
Appellant: Lizeth Gallardo
Address: 183 Brackett St, Unit 208
Property Owner: Redfern WEP LLC
CBL: 045-E-039-001

VI. New Business

a. Rent Increase Application - Completeness Review
Owner: Justin Theberge, 14 Dry Pond Rd, Gray, ME 04039

Address: 8 Massachusetts Ave, all 3 units
CBL: 186-D-024-001

b. Rent Increase Application - Completeness Review
Owner: Theresa Chan, 196 Danforth St, Portland, ME 04102
Address: 210 High St, all 6 units
CBL: 036-F-013-001

c. Maintenance of Net Operating Income Application - 2026 Update

VII. Adjourn

Remote Rent Board Meeting Minutes - Held Via Zoom

Wednesday, December 17, 2025

II. Roll Call - 0:01:06

Matthew Lax, Tenant, District 1 - Chair
Vacant, District 2
Christopher "Buddy" Moore, Tenant, District 3
Rebecca Bolduc, Homeowner, District 4 - absent at time of role, entered meeting 0:13:30
Vacant, District 5
Anne-Laure Razat, Tenant, At-Large
Kristen Carreras, Landlord, At-Large

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

III. Approval of Minutes - 0:01:33

a. November 19, 2025 Minutes

0:07:21 - Kristen Carreras moves to correct November 19, 2025 minutes at 3 hours and 20 minutes to Matthew Lax making the motion and Kristen Carreras seconding the motion. Seconded by Anne-Laure Razat. (4-0; Christopher "Buddy" Moore absent) The motion passes.

b. December 2, 2025 Minutes

0:08:33 - Anne-Laure Razat moves to approve December 2nd minutes. Seconded by Matthew Lax. (4-0; Christopher "Buddy" Moore absent) The motion passes.

IV. Communications - 0:09:01

a. 193 York St, Unit 2 Tenant Rights Appeal - Scheduling Request

0:14:40 - At the request of the Objector, the Board addresses item V.g. out of agenda order

0:19:20 - Shelley Swift, the appellant, presents the complaint.

0:32:08 - Matthew Grieco, the property owner responds as the Objector.

1:08:05 - No public comment received.

1:09:07 - Kristen Carreras moves to close the public record. Seconded by Rebecca Bolduc. (5-0) The motion passes.

V. Unfinished Business

a. **Approval of Findings of Fact & Conclusions of Law -** See 4:30:40

b. **Rent Increase Application - Public Comment** - 1:11:33 & 2:03:44
Owner: Woodford Arms, Inc., PO Box 10563
Property Address:168-180 Woodford St, all 18 units
CBL: 124-J-014-001 & 124-J-012-001

1:11:43 - The applicant presents the application.

1:18:47 - No objectors speak.

1:19:03 - No public comment received.

1:20:09 - Christopher "Buddy" Moore moves to close the public record. Seconded by Matthew Lax. (5-0) The motion passes.

See 2:03:44

c. **Rent Increase Application - Public Comment** - 1:22:04 & 2:15:58
Owner: RSAA Properties LLC, PO Box 9, Greenwood, ME 04255
Property Address: 118 Providence St, Units 118 & 120
CBL: 425-I-010-001

1:22:58 - The applicant presents the application.

1:27:20 - No objectors speak.

1:27:29 - No public comment received.

1:31:28 - Kristen Carreras moves to close the public record. Seconded by Chrisopher "Buddy" Moore. (5-0) The motion passes.

See 2:15:58

d. **Rent Increase Application - Public Comment** - 1:33:04 & 2:56:12
Owner: Lewis Robinson, 46 Prospect St, Portland, ME 04103
Property Address: 42 Prospect St, both units
CBL: 123-E006-001

1:33:33 - The applicant presents the application.

1:36:27 - No objectors speak.

1:36:44 - No public comment received.

1:41:02 - Anne-Laure Razat moves to close the public record. Seconded by Kristen Carreras. (5-0) The motion passes.

See 2:56:12

e. **Executive session pursuant to 1 M.R.S. 504(6)(E) for consultations between the Rent Board and its Attorney concerning the legal rights and duties of the Rent Board as they relate to the Board's Consideration of the Portland Tenants Union's Complaint concerning 33 State -** See 3:52:28

f. **Rent Increase Appeal -** See 3:46:58
Appellant: Portland Tenant's Union
Address: 33 State St, all units
Property Owner: Atanas Dinkov
CBL: 044-B-016-001

g. **Tenants Right Appeal - Public Comment** - See 0:14:40
Appellant: Shelley Swift
Address: 193 York Street, Unit 2
Property Owner: 193 York Street LLC
CBL: 044-C-004-001

VI. New Business

a. **Tenant Rights Appeal - Public Comment** - 1:43:00
Appellant: Lizeth Gallardo
Address: 183 Brackett St, Unit 208
Property Owner: Redfern WEP LLC
CBL: 045-E-039-001

1:43:35 - The appellant is not in attendance to present the application.

1:44:01 - Jonathan Culley, representative for Redfern Properties, responds to the complaint.

1:47:39 - No public comment received.

1:57:12 through 0:00:0 The Board takes a recess.

2:03:44 - The Board resumes deliberation of item V.b.

2:10:58 - Anne-Laure Razat moves to approve the rent increases for 168, 170, 180 Woodford Street with a monthly increase of $71.28 for the 473 square foot units, $101.73 for the 675 square foot units, and $108.51 for the 720 square foot units, minus the banked rent allotted for each unit. Seconded by Christopher "Buddy" Moore. (5-0) The motion passes.

2:15:58 - The Board resumes deliberations of item V.c.

2:30:34 - Matthew Lax moves to find the applicant demonstrated exceptional circumstances, therefore proposing an adjusted base rent number for the MNOI calculation of $952.51 for 118 and $935.90 for unit 120. Seconded by Anne-Laure Razat. (5-0) The motion passes.

2:54:00 - Matthew Lax moves to approve the rent increase application for 118 and 120 Providence Street in the amounts of $163.56 for 118 and $315.38 for unit 120. Seconded by Anne-Laure Razat. (5-0) The motion passes.

2:56:12 - The Board resumes deliberations of item V.d.

2:59:45 - Matthew Lax moves that the City assessor's database shows 42 Prospect valued at $695,200, and renovations performed were $978,892, which exceed 25% of the value of the property. Seconded by Christopher "Buddy" Moore. (5-0) The motion passes.

3:16:11 - Christopher "Buddy" Moore moves to set the new Base Rent in the amount of $9,722.84 for 42 Prospect Street, Unit 1. Seconded by Matthew Lax. (5-0) The motion passes.

3:23:51 - Matthew Lax moves, based on 20% of renovation allocation to Unit 1 and 5% of renovation allocation to Unit 2, to find 42 Prospect Street, Unit 2 does not meet the threshold to qualify for major renovation at less than the 25% value of the property. There is no second. (5-0) The motion passes.

3:29:57 - Anne-Laure Razat moves to approve 42 Prospect Street, Unit 2 for an increase of $452.34. Seconded by Kristen Carreras.

3:39:25 - Anne-Laure Razat moves to revise her previous motion to approve 42 Prospect Street, Unit 2 for an increase of $452.34 minus the banked rent. Seconded by Matthew Lax. (5-0) The motion passes.

3:46:58 - Christopher "Buddy" Moore moves to table items V.f., V.g., VI.a. to the next meeting. Seconded by Kristen Carreras. (5-0) The motion passes.

3:48:53 - Kristen Carreras moves to leave public record open for item VI.a. Seconded by Christopher "Buddy" Moore. (5-0) The motion passes.

3:52:28 - Matthew Lax moves to enter executive session. Seconded by Kristen Carreras. (5-0) The motion passes.

3:53:40 through 4:25:11 The Board enters executive session.

b. Election of Vice Chair - 4:26:20

4:28:20 Kristen Carreras nominates Anne-Laure Razat as Vice Chair of the Rent Board. Seconded by Christopher "Buddy" Moore. (4-0; Razat abstains) The motion passes.

4:30:40 - Anne-Laure Razat moves to suspend Rent Board rules to continue item V.a. Seconded by Kristen Carreras. (5-0) The motion passes.

4:32:58 - Kristen Carreras moves to approve the decision sheet for 72 Park Ave and 157-159 Grant Street. Seconded by Anne-Laure Razat. (5-0) The motion passes.

4:35:43 - Matthew Lax moves to approve decision sheet for 23 Saunders Street. Seconded by Rebecca Bolduc. (5-0) The motion passes.

4:41:25 - Kristen Carreras moves to table 489 Cumberland Ave decision sheet until the next regularly scheduled meeting. Seconded by Anne-Laure Razat. (5-0) The motion passes.

c. 2026 Maintenance of Net Operating Income Application Update - 4:42:43

4:45:17 - Matthew Lax moves to update MNOI application with recommendations from City Staff. Seconded by Kristen Carreras. (5-0) The motion passes.

VII. Adjourn - 4:46:30

4:46:33 Kristen Carreras moves to adjourn the meeting. Seconded by Matthew Lax. (5-0) The motion passes.

City of Portland | Permitting and Inspections
Jessica Quattropani, *Director*

TO: Housing & Economic Development Committee
CC: Rent Board
FROM: Jessica B. Quattropani, Director of Permitting and Inspections
DATE: January 7, 2026
RE: Quarterly Rent Control Report- Q4-2026

Rent Control Report
Quarter 4 (10/1/2025-12/31/2025)

Rent Board

	Total # of Applications	Total # of Applications approved	Total # of Applications Denied	Total # of Applications Tabled
Rent Increases	10	5	1	4
Complaints	3	0	0	3
Other	0	0	0	0
Quarter 4 Total:	**13**	**5**	**1**	**7**
Year to date Total	***46***	***18***	***1***	***23***

Rent Control Inspections

Type of Inspections	Total # Properties	Total # of units
Complaints (Potential violations reported to our office)	*15	93
Audits (Proactive enforcement based on percentage that rent was increased)	124	1,061
Quality Control (proactive verification of data supplied to our office)	170	394
Quarter 4 Total:	**309**	**1,548**
Year to date Total	***1,161***	***7,657***

***Breakdown of Complaints by property:**

	Founded Complaints *violation exists	Unfounded Complaints *no violation	In Progress *actively investigating
Quarter 4 Total	7	3	5

2025 Total number of registered Long Term Rental Units: 19,673

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

Date of Hearing:

December 2, 2025 - Tabled to December 17, 2025 - Tabled to January 28, 2026

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 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. Dinkhov'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 5TH 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

DOC :575 BK:40556 PG:79
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
01/05/2024, 01:58:51P
Register of Deeds Jessica M. Spaulding E-RECORDED

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 [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. [redacted]

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 (3rd) 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.

[redacted]
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 SIXTHEENTH (16th) 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.

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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 Sate 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.



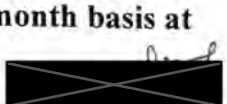
Initial

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.

[redacted]

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.

[redacted]

Initial

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

[redacted]

Atanas Dinkov
Owner

A Dinkov
03/29/2024

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

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):

1. [redacted]
2. _____ Age_____

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

1. [redacted]

Year Make/Model Color Plate# State

The initial term of the lease shall commence on the17th 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 (3rd) 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.

[redacted]
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 (5th) 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.

[redacted]

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

[redacted]

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.

[redacted]

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 LEESE 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.

[redacted]

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 Sate 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, LESEE 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.

[redacted]

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.

[redacted]

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 LEESEE'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.

[redacted]

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.

[redacted]

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.

[redacted]

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.

[redacted]

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

[redacted]

Lessee

Owner

LEASE CONTRACT
UNIT 3, 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 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. [redacted]
2.

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

1. [redacted]
2.

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 (3rd) 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.

[redacted]
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 (5th) 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.

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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

[redacted]
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.

[redacted]
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.

[redacted]
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.

[redacted]
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 Sate 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 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 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 LESSEES expense.

[redacted]

Initial

b. No smoking. No Pets. [redacted]

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

DATE [redacted]

[redacted]

Lessee

[redacted]

Lessee

Atanas Dinkov 03/14/2024

Atanas Dinkov
Owner

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. Dinkow 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

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

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

State of Maine
Notary Public
Katarina Reynolds
My Commission Expires 12/06/2030

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 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 grouptext 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

AD **Atanas Dinkov paid Donna Lewis**
Jan 2, 2024
Payment

AD **Atanas Dinkov paid Donna Lewis**
Mar 4, 2024
Payment

AD **Atanas Dinkov paid Donna Lewis**
May 1, 2024
:payment

AD **Atanas Dinkov paid Donna Lewis**
Jun 1, 2024
2

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 ×

Atanas Dinkov <addinkov@yahoo.com>
to [redacted]

Wed, Jan 29, 8:00 AM

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.

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>
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.

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

Search Results 3 Results

Download

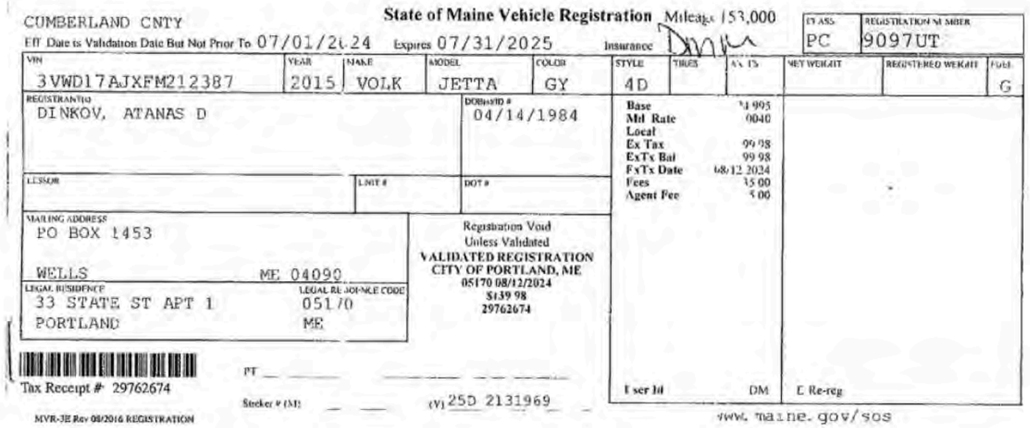
ISSUE DATE	CITATION	LPN	PLATE TYPE	MAKE	VIOLATION TYPE	STREET	OFFICER	AMOUNT	STATUS
05/20/2025, 01:34 AM	79751404	(ME) **9097UT**	PASSENGER	Volkswagen	(4) No Parking This Side of Street	STATE ST (2)	857	$40.00	UNPAID
08/22/2024, 05:49 PM	72994524	(ME) **9097UT**	PASSENGER	Volkswagen	(E) No Parking Zone	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> Mon, Aug 4, 3:59 PM (18 hours ago)

to veh-reg@portlandmaine.gov

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

CLASS	REGISTRATION NUMBER
PC	9097UT

VIN	YEAR	MAKE	MODEL	COLOR	STYLE	TIRES	AXLES	NET WEIGHT	REGISTERED WEIGHT	FUEL
3VWD17AJXFM212387	2015	VOLK	JETTA	GY	4D					G

REGISTRANT(S)
DINKOV, ATANAS D

DOB(s)/ID #
04/14/1984

LESSOR

UNIT #

DOT #

MAILING ADDRESS
PO BOX 1453
WELLS ME 04090

LEGAL RESIDENCE
33 STATE ST APT 1
PORTLAND

LEGAL RESIDENCE CODE
051/0
ME

Registration Void
Unless Validated
VALIDATED REGISTRATION
CITY OF PORTLAND, ME
05170 08/12/2024
$139.98
29762674

Base	91.995
Mil Rate	0040
Local	
Ex Tax	99.98
ExTx Bal	99.98
ExTx Date	08/12/2024
Fees	35.00
Agent Fee	5.00

User Id DM E Re-reg

Tax Receipt # 29762674

PT

Sticker # (M) (V) 25D 2131969

MVR-3E Rev 08/2016 REGISTRATION

www.maine.gov/sos

Vehicle Registration 8:11 AM (2 hours ago)

to me

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.

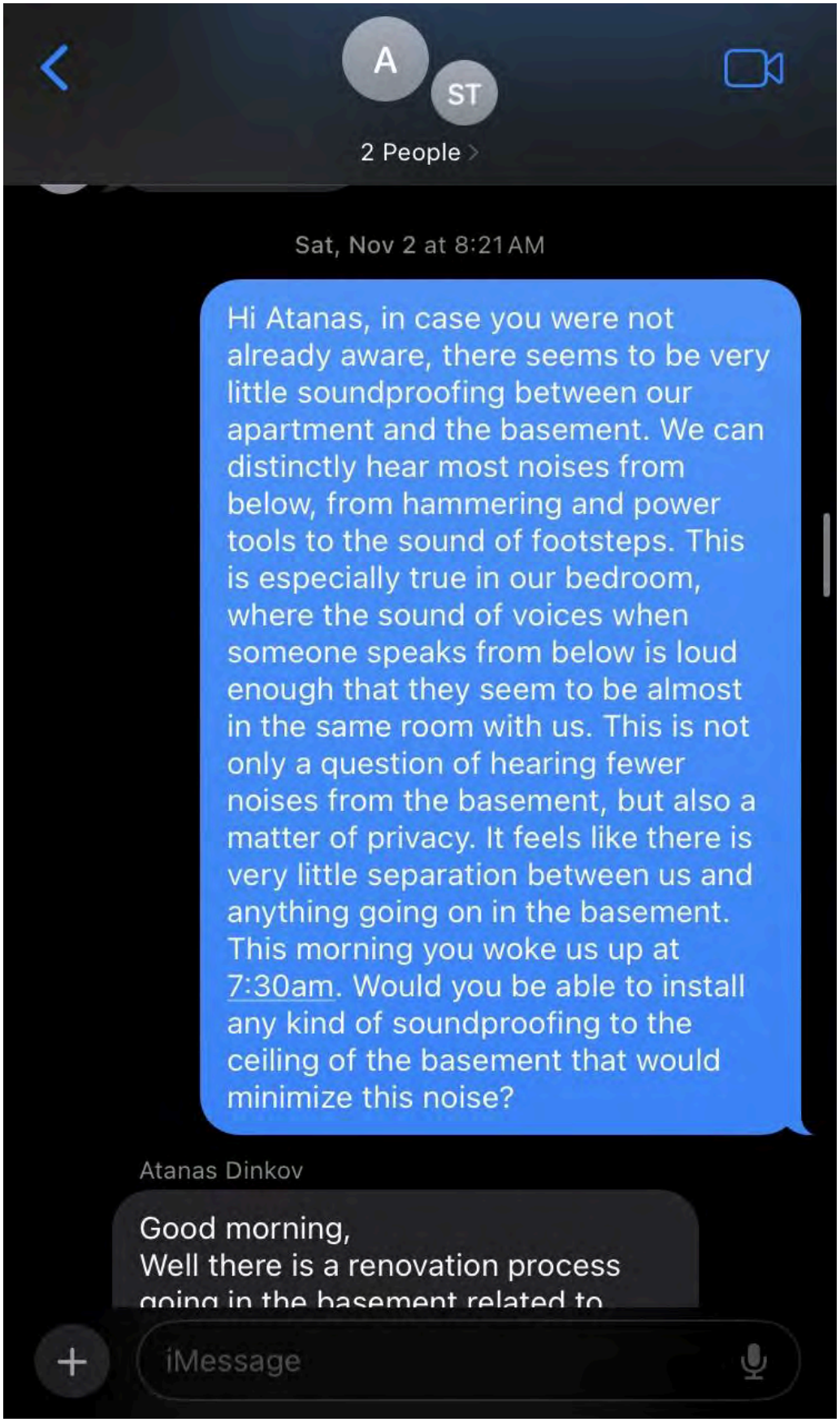
A

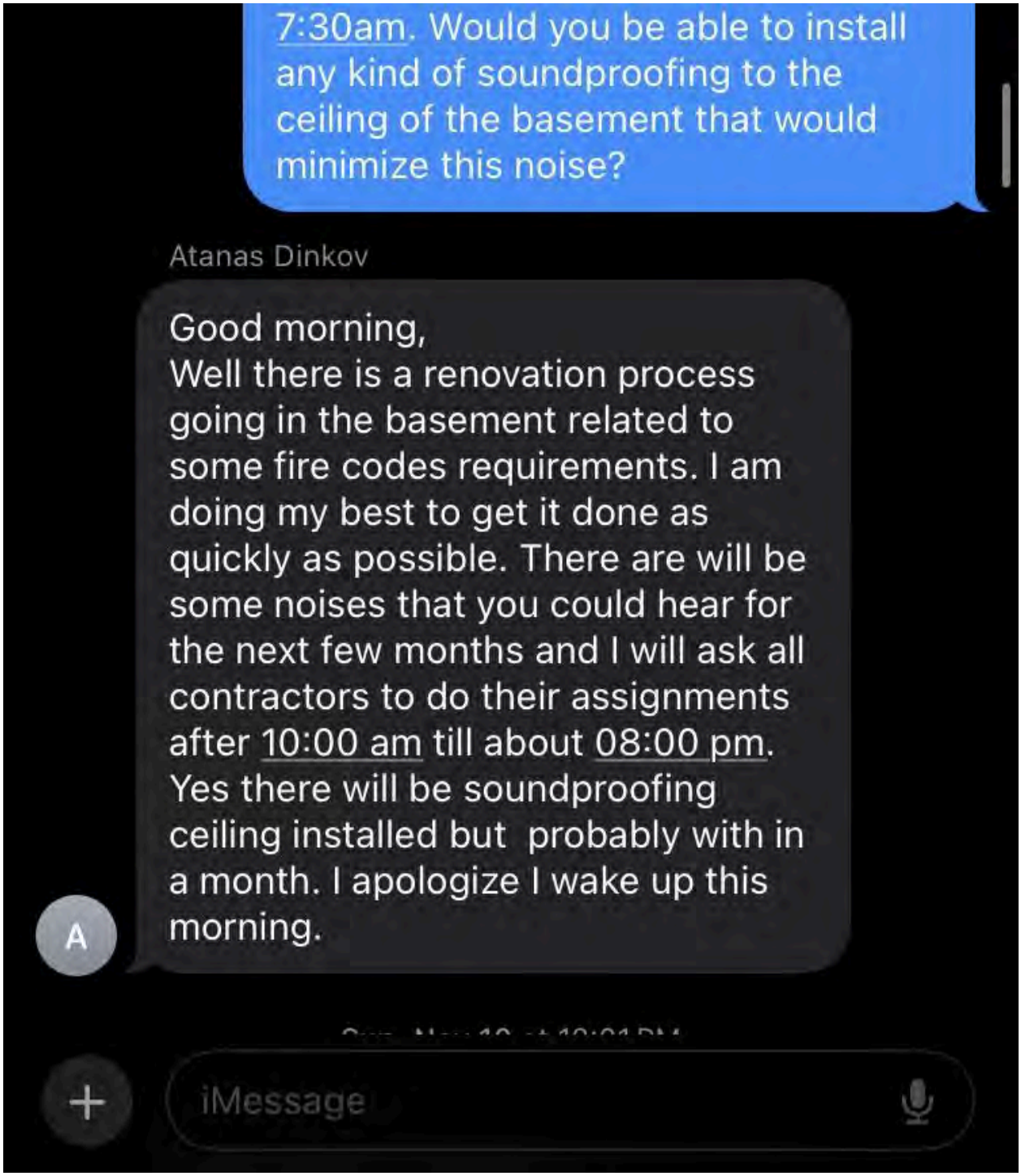
The hot water is back. Let me if there are any issues. Thank you.

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.

A

iMessage


A
ST
2 People
Sat, Nov 2 at 8:21 AM
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?
Atanas Dinkov
Good morning,
Well there is a renovation process
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 <dorr@portlandmaine.gov>

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

2 messages

Atanas Dinkov <addinkov01@gmail.com> Mon, Oct 27, 2025 at 12:10 PM
To: rentboard@portlandmaine.gov

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 apprisals.) 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 dowloanded from Portland Tenant Union website.
10. Link where the Portland Tenants Union Constitution was found.
11. Birth Certificate - explaning 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.

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

Dylan Orr <dorr@portlandmaine.gov> Tue, Oct 28, 2025 at 11:30 AM
Cc: rentboard@portlandmaine.gov

got it

Dylan Orr
Rental Registration Coordinator
City of Portland
389 Congress St, Portland, ME
207-874-8966
dorr@portlandmaine.gov

permitting & inspections

[Quoted text hidden]

Dylan Orr <dorr@portlandmaine.gov>

Rent Board Public Hearing 33 State St - additional information

1 message

Atanas Dinkov <addinkov01@gmail.com> Thu, Oct 30, 2025 at 9:29 AM
To: rentboard@portlandmaine.gov

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

Gmail

Atanas Dinkov <addinkov01@gmail.com>

Amendment of Notice of Violation - 33 State St - RCD2500009

12 messages

Rent Control- City of Portland <rentcontrol@portlandmaine.gov> Thu, Jul 17, 2025 at 4:29 PM
To: Atanas Dinkov <addinkov01@gmail.com>

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



Scanned with CamScanner

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

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 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

Scanned with CamScanner

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

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,

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

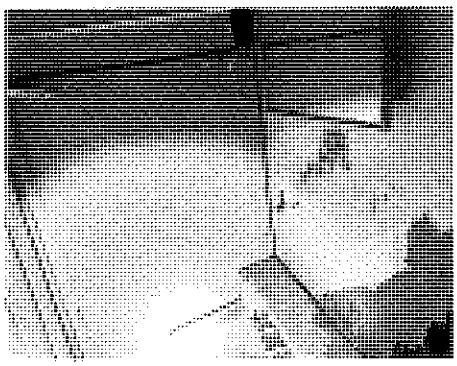
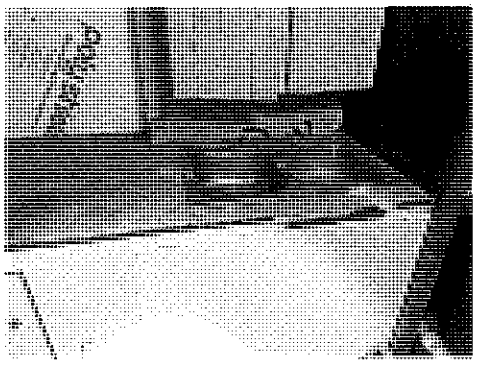
First Floor Structure: Material
Wood Joists, Wood Beams

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

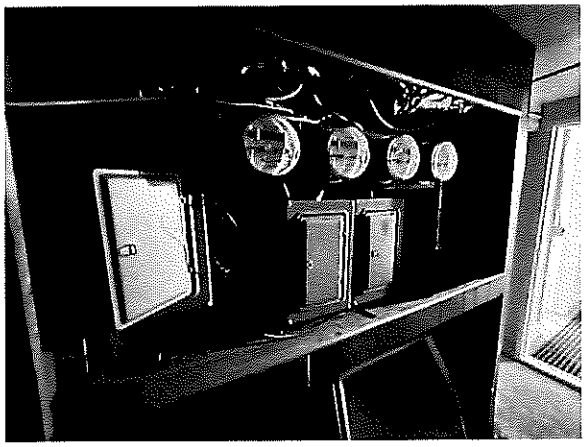
11/17/2023

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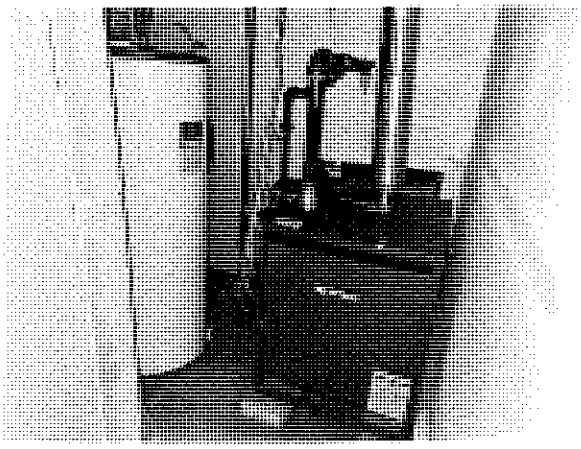
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Basement

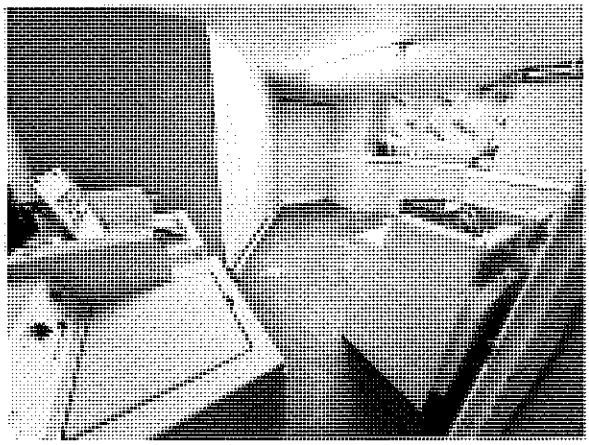
Borrower	Atanas Dinkov						
Property Address	33 State St						
City	Portland	County	Cumberland	State	ME	Zip Code	04101
Lender/Client	Androscoggin Bank						



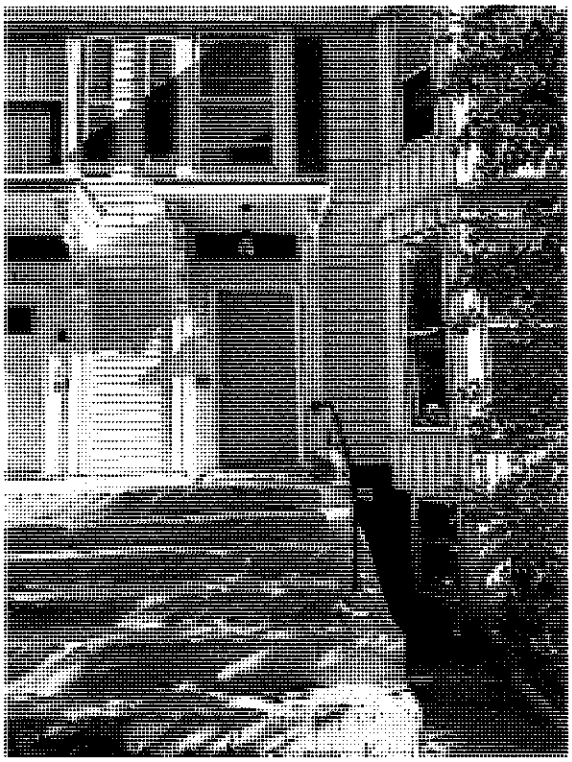
Meters



Furnace



Laundry Room



Property Location:	33 State St Portland, ME 04101 Book: 40556, Page: 78 CCRD - Portland, ME: 01/05/2024
Borrower:	Atana Dimitrov Dinkov
Lender:	Androscoggin Bank P.O. Box 1407 Lewiston, ME 04243
Opinion of Value:	690,000
Effective Date:	10/18/2024
Prepared By:	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.

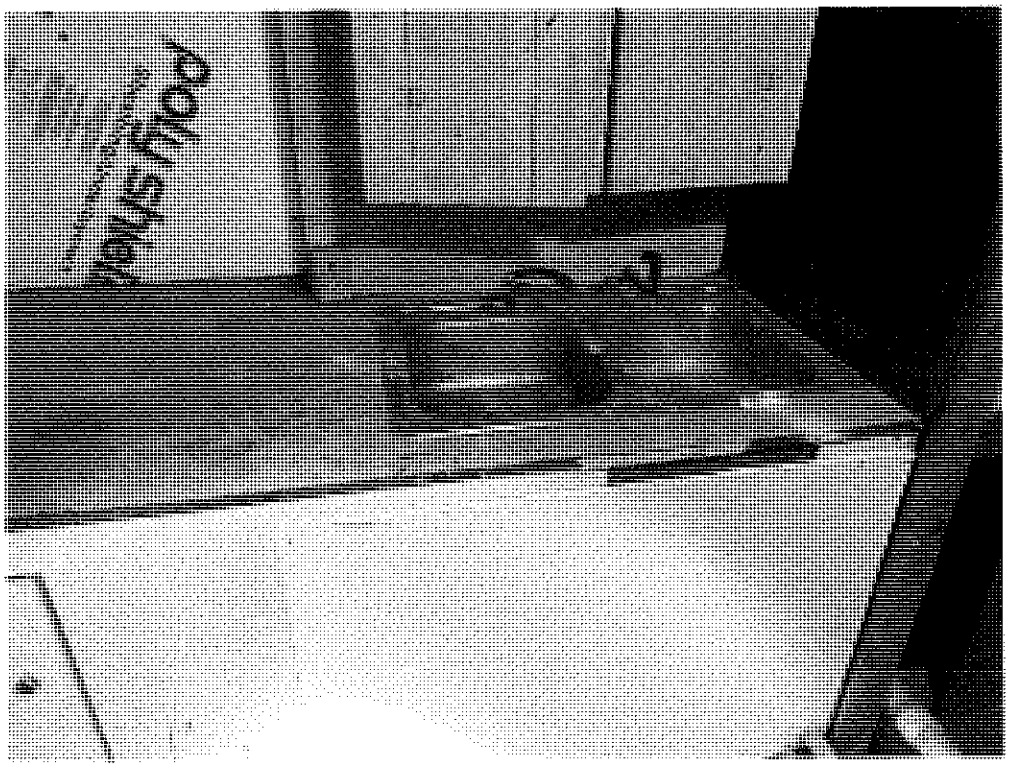
Gross Living Area (GLA): GLA is adjusted on the basis of the square footage difference of the above-grade living area. The GLA adjustment is applied based on the estimated replacement cost new of the subject property less all forms of depreciation. Above-grade area is adjusted where there is more than 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).

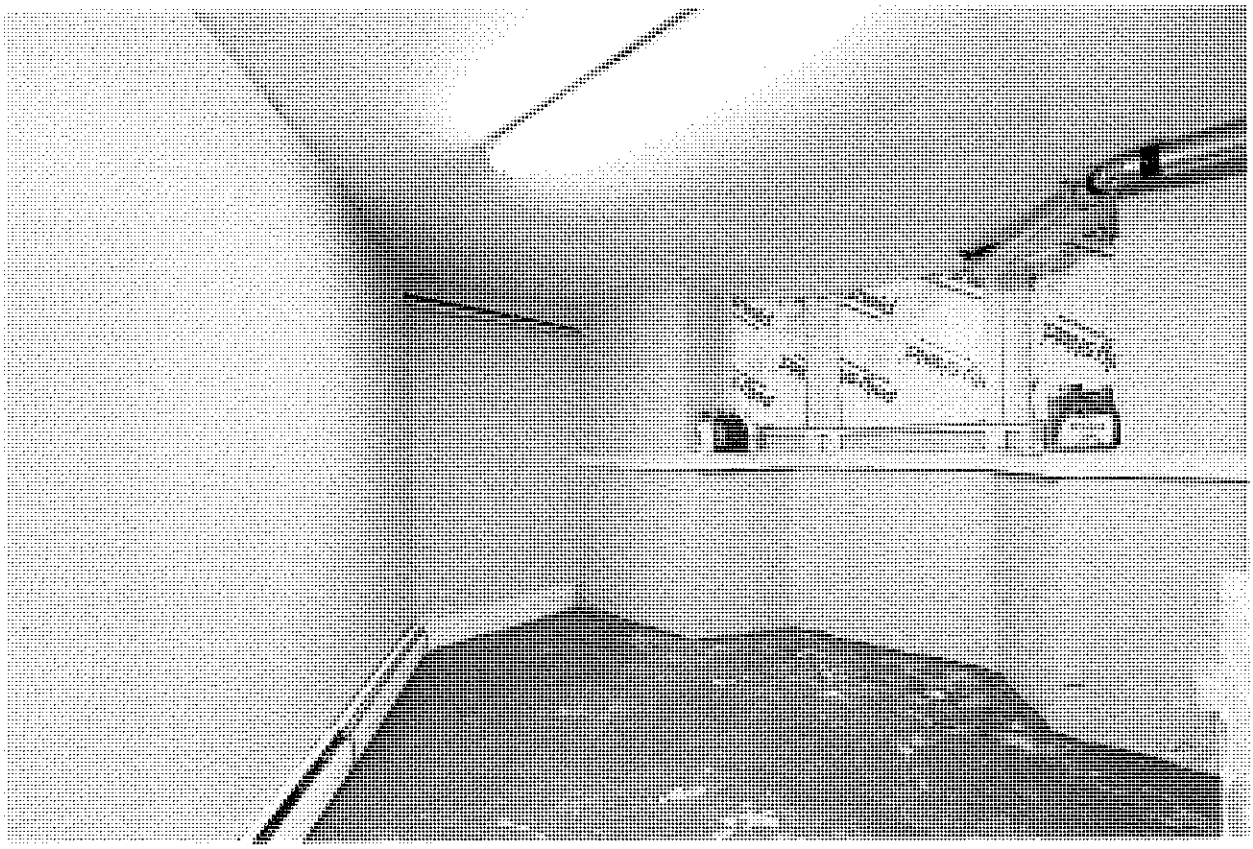
The subject's partially finished basement includes a laundry room (coin laundry machines). The finished basement space was calculated on a value per square foot. A paired analysis revealed a contributory range of $10-$25/sf. Appraiser reconciled at $12/sf for the contributory value of subject's finished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

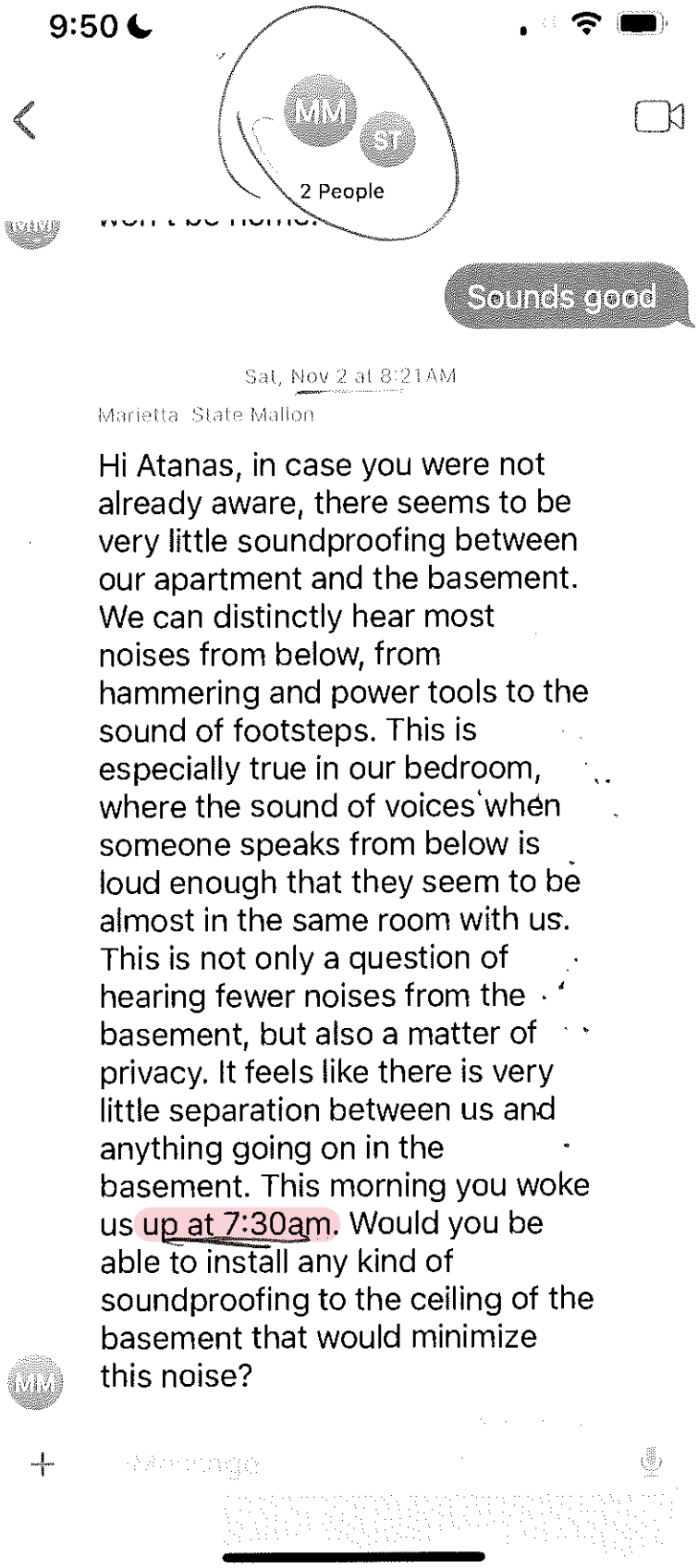
Garage/Carport: Adjustments for garages and/or carports take into consideration two factors; the size of the garage and the number of cars the facility can park. Typically a garage will contribute more per car depending on the size, finish, and quality. Carports tend to be between 50% - 60% of the garage 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
MM
ST
2 People
won't be home.
Sounds good
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?
MM
iMessage





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 Pay

(4) No Parking This Side of Street

Issue Date 05/20/2025
Plate 9097UT
View More Information

#72994524 $40.00 Pay

(E) No Parking Zone

Issue Date 08/22/2024
Plate 9097UT
View More Information

#68384972 $35.00 Paid

(4) No Parking This Side of Street

Issue Date 02/06/2024
Plate 9097UT
View More Information

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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 DMV

CLASS	REGISTRATION NUMBER
PC	9097UT

VIN	YEAR	MAKE	MODEL	COLOR	STYLE	TIRES	AXLES	NET WEIGHT	REGISTERED WEIGHT	FUEL
3VWD17AJXFM212387	2015	VOLK	JETTA	GY	4D					G

REGISTRANT(S)
DINKOV, ATANAS D

DOB(s)/ID #
04/14/1984

LESSOR

UNIT #

DOT #

MAILING ADDRESS
PO BOX 1453

WELLS ME 04090

LEGAL RESIDENCE
33 STATE ST APT 1
PORTLAND

LEGAL RESIDENCE CODE
05170
ME

Registration Void
Unless Validated
VALIDATED REGISTRATION
CITY OF PORTLAND, ME
05170 08/12/2024
$139 98
29762674

Base	94 995
Mil Rate	0040
Local	
Ex Tax	99 98
ExTx Bal	99 98
FxTx Date	08/12/2024
Fees	35 00
Agent Fee	5 00
User Id	DM

E Re-reg

Tax Receipt # 29762674

PT

Sticker # (M) (Y) 25D 2131969

MVR-3E Rev 08/2016 REGISTRATION

www.maine.gov/sos

To Whom It May Concern:

My name is Dimitry Shevorski. 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 Porland 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.

C L

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 04104

Re: 33 State St. 40-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 D. Noyes
Lyle D. Noyes
Inspection Services Division

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

jar

City of Portland

Check off Sheet

STRUCTURE INSPECTION SCHEDULE

Housing Inspection Division

1) Insp. Name Schmidt A

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.
12-1-83	5-YCA1		44	25	16				

12) House No.	13) Sec. W. No.	14) Suff.	15) Direct.	16) Street Name	17) St. Design.	19) Status	20) Bldg's Rat.
33				STATE	Street	ABO	1

18) Owner or Agent: Robert A. McDougal

21) Address: PO Box 1441

22) City and State: Portland, Me. Zip Code 04104

23) D. Units	24) Occ. D.U.'s	25) Rm. Units	26) Occ. R.U.	27) No. Occupants	28) Com'l U.	29) Bldg. Type 30)	Stories	31) Const. Mat.	32) O.B's
4	3					AT	3	BRICK	

33) C.H.	34) Pho.	35) Zoned For	36) Actual Land Use	37) D.D.	38) Lks. Ad. Bth. Fac. Yes / No	39) Disp.	40) Closing Date

EXTERIOR - Structure		Cd. Viol.	INTERIOR - Str...		Cd. Viol.
Foundation	EX/FO	3a	Lighting		8
Walls	EX/WA	3a	Elec. Wiring	EW	8e
Roof	RO	3a	Floors	FL	3b
Porch	PO	3d	Walls	IN/WA	3b
Stairs	EX/SR	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	3e	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		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		Bsmt. Ceilings	BDU	5f

Remarks on reverse side

Standard Structure Except for No exceptions

City of Portland

33

Housing Inspection Division

DWELLING UNIT SCHEDULE

1) INSP. Date	2) INSP.	3) FORM NO.
6-7-83		

4) TENANT'S NAME	5) Flr.#	6) Location	7) Rmg.Tp.	8) #Rms.	9) #Peo	10) #All'd	11) Slp.Rms.
	1st	Entire		3	1		

12) Child Under 10	13) Child 1-6	14)	15) Rent	16) Rent Code	17) Furn.	18) Heat	19) Hot Water	20) Dual Egress	21) Ck'ng	22) Lav.	23) Bath	24) Flush
						OFF		YES		PL	PB	PF

Viol. No.	Remedy	Cond.	Violation	Location	Room Type	Area Type	Resp. Party	Code Sect. Violated	Violation Rem. - Date
4	LE		CEILING		BED	EL		3(b)	

temporary leak now corrected

City of Portland

Housing Inspection Division

DWELLING UNIT SCHEDULE

INSP DATE 6-17-03

INSP

FORM NO.

TENANTS NAME

FLR.#	LOCATION	RMG.TP.	#RMS.	#PEO.	#ALL'D	SLPRM.
2ND	ENT		3	1		

Child Un.10	Child 1 - 6	+ Lead Survey - Results	Rent	Rent Code	Furn	Hot Water	Dual Egrs.	Ck'ng.	Heat	Lav.	Bath	Flush.
							YES		OFF	FL	PB	PU

KITCHEN	CODE
( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam.	3(b)
( ) Counter/Stor. Space Yes___No___	-
( ) Sink - chipped, cracked, leaks	6(d)
( ) Range - improper stack, flue, vent	3(e)
( ) Refrigerator Space Yes___No___	-
( ) Plumbing (a) 6(a) Water Supply Hot___Cold___	6(c)
( ) Electrical (a)	
( ) Sanitation (a)	

BATHROOM	CODE
( ) Plaster - L, C, M - Ceiling/Walls	3 b)
( ) Window - loose, broken glass, glaze	3 c)
( ) Sash/Frames - broken, missing, worn	3 (c)
( ) Floor - loose, worn, dam., buckled	3(b)
( ) Doors - Knob/lk - missing - Panels/Frames dam.	3(b)
( ) Toilet - loose, brkn, loose, leaks, seat. Tank brkd.	6(d)
( ) Lavatory - chipped, brkd, leaks, trap loose	(d)
( ) Bathtub/Shower - leaks cross connection	(d)
( ) Ventilation Yes___No___	
( ) Plumbing (b) 6(a) Water Supply Hot___Cold___	(c)
( ) Electrical (a)	
( ) Sanitation (b)	

LIVING ROOM	CODE
( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam.	3(b)
( ) Electrical (c)	
( ) Sanitation (c)	

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

REMARKS:

Housing Inspection Division

City of Portland

DWELLING UNIT SCHEDULE

INSP | FORM NO.

INSP DATE	FLR.#	LOCATION	RMG.TP.	#RMS.	#PEO.	#ALL'D	SLPRM.
6-7-83	3B	EW		3	1		

TENANTS NAME

Child Un.10	Child 1 - 6	+ Lead Survey - Results	Rent	Rent Code	Furn	Hot Water	Dual Eqrs.	Ck'ng.	Heat	Lav.	Bath	Flush
							yes		OFF	P1	PB	PF

KITCHEN — CODE

( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam. 3(b)
( ) Counter/Stor. Space Yes___No___ –
( ) Sink - chipped, cracked, leaks 6(d)
( ) Range - improper stack, flue, vent 3(e)
( ) Refrigerator Space Yes___No___ –
( ) Plumbing (a) 6(a) Water Supply Hot___Cold___ 6(c)
( ) Electrical (a)
( ) Sanitation (a)

LIVING ROOM — CODE

( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam. 3(b)
( ) Electrical (c)
( ) Sanitation (c)

Bedrooms and/or other rooms

Plumbing

Electrical

BATHROOM — CODE

( ) Plaster - L, C, M - Ceiling/Walls 3(b)
( ) Window - loose, broken glass, glaze 3(c)
( ) Sash/Frames - broken, missing, worn 3(c)
( ) Floor - loose, worn, dam., buckled 3(b)
( ) Door - knob/lk - missing - Panels/Frames dam. 3(b)
( ) Toilet - tank - brkn,loose,leaks,Seat, Base crkd. 6(d)
( ) Lavatory chipped, crkd, leaks, trap leaks 6(d)
( ) Bathtub/Shower - leaks cross connection 6(d)
( ) Ventilation Yes___No___ 7
( ) Plumbing (b) 6(a) Water Supply Hot___Cold___ 6(c)
( ) Electrical (b)
( ) Sanitation (b)

DINING ROOM — CODE

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

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

Sanitation - Vermin O R

REMARKS:

Basement

#33

City of Portland — Housing Inspection Division

DWELLING UNIT SCHEDULE — Empty

INSP DATE 6-7-83 | INSP | FORM NO.

TENANTS NAME: VACANT

FLR.#	LOCATION	RMG. TP.	#RMS.	#PEO.	#ALL'D	SLP.RM.
BASE	ENTire		3			

Child Un.10	Child 1 - 6	+ Lead Survey - Results	Rent	Rent Code	Furn	Hot Wate.	Dual Egrs.	Ck'ng.	Heat	Lav.	Bath	Flush
			260				YES		OFF	1'L	FB	PF

KITCHEN	CODE
( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam.	3(b)
( ) Counter/Stor. Space Yes___No___	-
( ) Sink - chipped, cracked, leaks	6(d)
( ) Range - improper stack, flue, vent	3(e)
( ) Refrigerator Space Yes___No___	-
( ) Plumbing (a) 6(a) Water Supply Hot___Cold___	6(c)
( ) Electrical (a)	
( ) Sanitation (a)	

BATHROOM	CODE
( ) Plaster - L, C, M - Ceiling/Walls	3(b)
( ) Window - loose, broken glass, glaze	3(c)
( ) Sash/Frames - broken, missing, worn	3(c)
( ) Floor - loose, worn, dam., buckled	3(b)
( ) Door - knob/lk - missing - Panels/Frames dam.	3(b)
( ) Toilet - tk - brkn, loose, leaks, Seat, Use crkd.	6(d)
( ) Lavatory - chipped, crkd, leaks, trap leaks	6(d)
( ) Bathtub/Shower - leaks cross connection	6(d)
( ) Ventilation Yes___No___	7
( ) Plumbing (b) 6(a) Water Supply Hot___Cold___	6(c)
( ) Electrical (b)	
( ) Sanitation (b)	

LIVING ROOM	CODE
( ) Plaster - L, C, M, - 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/lk - missing - Panels/Frames dam.	3(b)
( ) Electrical (c)	
( ) Sanitation (c)	

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

REMARKS: NAS Smoke Det;

C E R T I F I C A T E
O F
C O M P L I A N C E

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

vw

Four dwelling units

DU 4

NOTICE OF HOUSING CONDITIONS

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

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

OK
Date 5/17/78

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

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 cave members. 3-a
2. SECOND FLOOR FRONT HALL - window - repair broken glass. 3-c
3. CELLAR - repair inoperative gun burner on furnace. 9-e

Basement Dwelling Unit ← Basement dwelling unit.

4. FRONT HALL - door - repair loose ceiling. 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 **33 STATE ST**

GAY ERIC H AND HEATHER GAY JTS

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

Withdrawals and other subtractions - continued

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

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

ISSUE DATE
September 30, 2025

Joan F. Cohen, Commissioner

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

Internal Revenue Service
United States Department of the Treasury

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-[redacted]
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-[redacted]
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:	[redacted]
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:	
Additional income per computer:	[redacted]
Refundable credits per computer:	
Refundable education credit per computer:	$0.00
Qualified business income deduction:	$0.00

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Form **1040** Department of the Treasury - Internal Revenue Service

U.S. Individual Income Tax Return

2024 OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1 - Dec. 31, 2024, or other tax year beginning , ending See separate instructions.

Your first name and middle initial	Last name	Your social security number
ATANAS D.	DINKOV	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.

33 STATE STREET APT. 1

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

PORTLAND ME 04101

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.
- ☒ Single
- ☐ Married filing jointly (even if only one had income)
- ☐ Married filing separately (MFS)
- ☐ Head of household (HOH)
- ☐ Qualifying surviving spouse (QSS)

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):

If more than four dependents, see instr. and check here ☐	(1) First name Last name	(2) Social security number	(3) Relationship to you	(4) Check the box if qualifies for (see instr.): Child tax credit	Credit for other dependents

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a Form W-2, see instructions.

1a	Total amount from Form(s) W-2, box 1 (see instructions) STMT 1		1a	[redacted]
b	Household employee wages not reported on Form(s) W-2		1b	
c	Tip income not reported on line 1a (see instructions)		1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)		1d	
e	Taxable dependent care benefits from Form 2441, line 26		1e	
f	Employer-provided adoption benefits from Form 8839, line 29		1f	
g	Wages from Form 8919, line 6		1g	
h	Other earned income (see instructions)		1h	
i	Nontaxable combat pay election (see instructions) 1i			
z	Add lines 1a through 1h		1z	[redacted]

Attach Sch. B if required.

2a	Tax-exempt interest 2a		b Taxable interest	2b	[redacted]
3a	Qualified dividends 3a		b Ordinary dividends	3b	
4a	IRA distributions 4a		b Taxable amount	4b	
5a	Pensions and annuities 5a		b Taxable amount	5b	
6a	Social security benefits 6a		b Taxable amount	6b	
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 ☐			7	
8	Additional income from Schedule 1, line 10			8	[redacted]
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your **total income**			9	[redacted]
10	Adjustments to income from Schedule 1, line 26			10	
11	Subtract line 10 from line 9. This is your **adjusted gross income**			11	[redacted]
12	**Standard deduction or itemized deductions** (from Schedule A)			12	[redacted]
13	Qualified business income deduction from Form 8995 or Form 8995-A			13	
14	Add lines 12 and 13			14	[redacted]
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your **taxable income**			15	[redacted]

Standard Deduction for -
- Single or Married filing separately, $14,600
- Married filing jointly or Qualifying surviving spouse, $29,200
- Head of household, $21,900
- If you checked any box under Standard Deduction, see instructions.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2024)

LHA 413921 12-30-24

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USA
Maine
Secretary of State
Shenna Bellows
DRIVER'S LICENSE
4d DL NO.
4b EXPIRES 07/02/2030
3 DOB 04/14/1984
1 DINKOV
2 ATANAS DIMITROV
4a ISSUED 04/22/2024
15 GENDER M
16 HEIGHT 5'-10"
17 WEIGHT 170 lb
18 EYES BRO
19 HAIR BRO
9 CLASS C
9a END NONE
12 REST NONE
5 DD 00000000000000000095094772


04/14/1984
ENDORSEMENTS:
None
CLASS: C-Single vehicle or combination of vehicles that does not meet definition of Class A or Class B license.
RESTRICTIONS: None
RESIDENCE:
33 State St Apt 1
Portland, ME 04101
DIRIGO

Gmail **Atanas Dinkov <addinkov01@gmail.com>**

Fw: NOV for 33 State

1 message

Atanas Dinkov <addinkov@yahoo.com> Sun, Oct 26, 2025 at 8:26 AM
To: Atanas Dinkov <addinkov01@gmail.com>

----- 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

See page 3/5

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/1OwHMLK2tMa4NhsbE4bKgZ1CgoH82GdMMiCAtUmhO5rg/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

BALKANTOURIST M&M Ltd.
BULGARIA, 4400 PAZARDZHIK
2. Sv. Ivan Rilski Str.
Tel./Fax: +359 34 444884
e-mail: balkantourist_mm@abv.bg

"БАЛКАНТУРИСТ М&М" ЕООД
гр. Пазарджик
ул. „Св. Иван Рилски" №2
Тел./факс: 034/ 44 48 84
Имейл: balkantourist_mm@abv.bg

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.

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ZHIK MUNICIPALITY
es the authenticity of the signature and seal placed on this document
July 2024
ead 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 **PAZARDZHIK MUNICIPALITY**

Certified

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

Stamp: LARISA SAVOVA
REGIONAL ADMINISTRATION
REGION PAZARDZHIK

http://apostille.gov.bg ID: ZERBKNNMXV

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 31st 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

MINISTRY OF FOREIGN AFFAIRS • REPUBLIC OF BULGARIA • Directorate "Consular Relations"

Katrin Kitanova
Sector DCR-MFA

Paid tax: 15 lv.

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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 lest 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

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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).

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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.*

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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.

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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 TH day of JANUARY, 2024.

Timeline to Deception

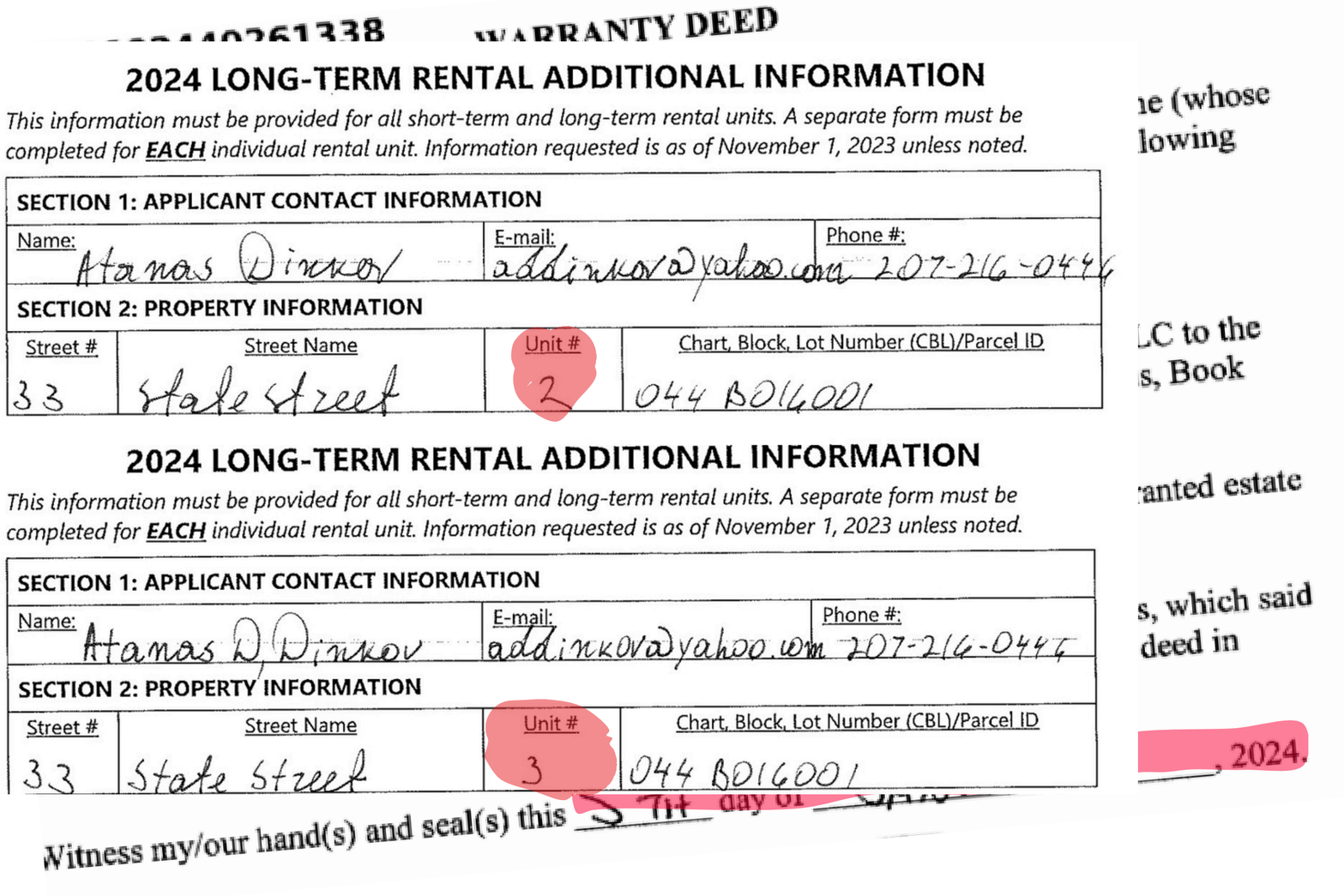
Jan. 5, 2024

Mr. Dinkov purchased

33 State Street

Jan. 10, 2024

<u>Only</u> units 2 & 3 are applied for LTRs



...440261338 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	addinkova@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	addinkova@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

...ıe (whose
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...LC to the
...s, Book
...anted estate
...s, which said
...deed in
..., 2024.

Witness my/our hand(s) and seal(s) this 5 7th day of ...

Timeline to Deception

Jan. 5, 2024

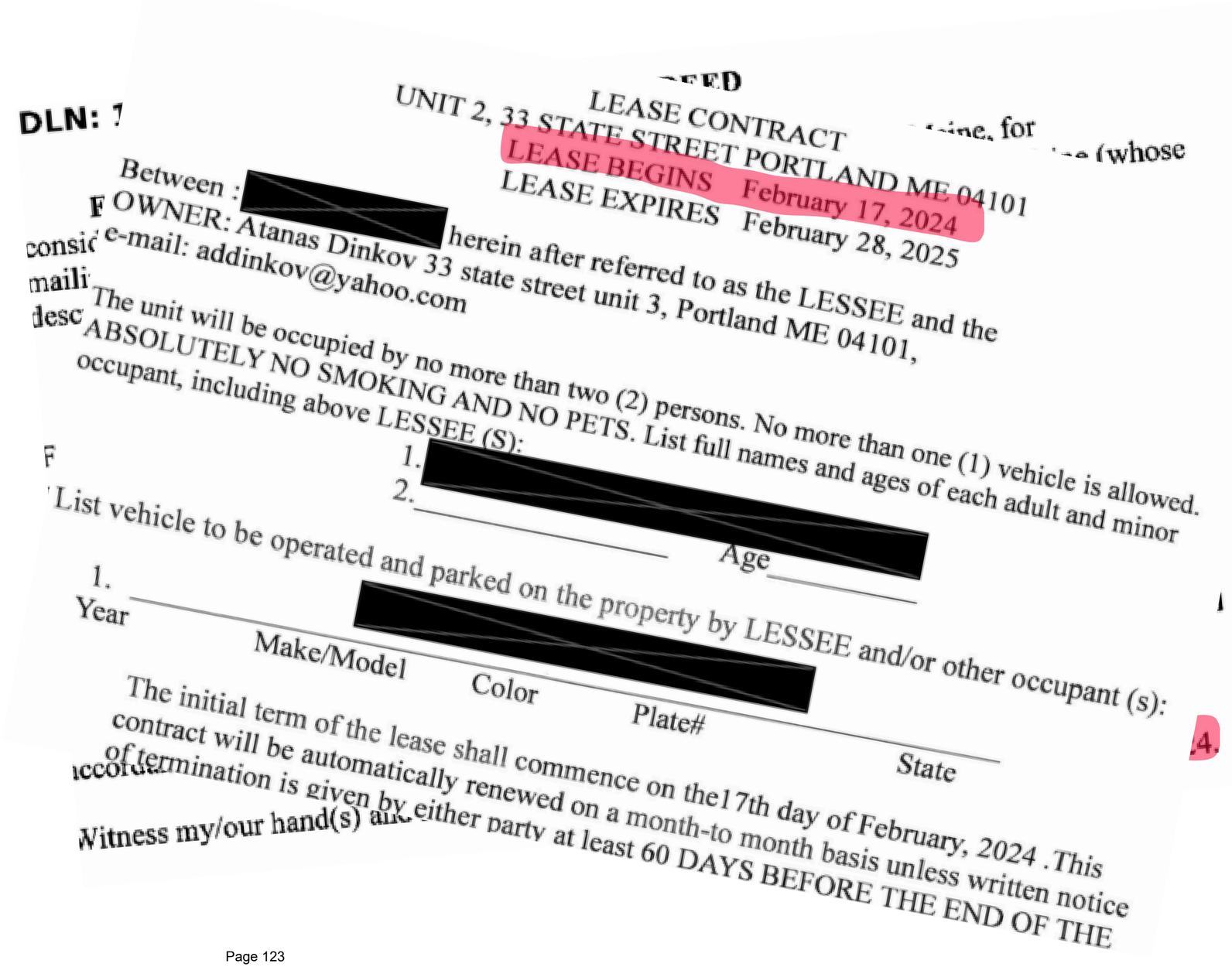
Mr. Dinkov purchased 33 State Street

Jan. 10, 2024

<u>Only</u> units 2 & 3 are applied for LTRs

Apr. 1, 2024

<u>All</u> 3 units were rented out



LEASE CONTRACT

UNIT 2, 33 STATE STREET PORTLAND ME 04101

LEASE BEGINS February 17, 2024

LEASE EXPIRES February 28, 2025

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):

1. [redacted]
2. _____ Age _____

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

1. [redacted]

Year Make/Model Color Plate# State

The initial term of the lease shall commence on the17th 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

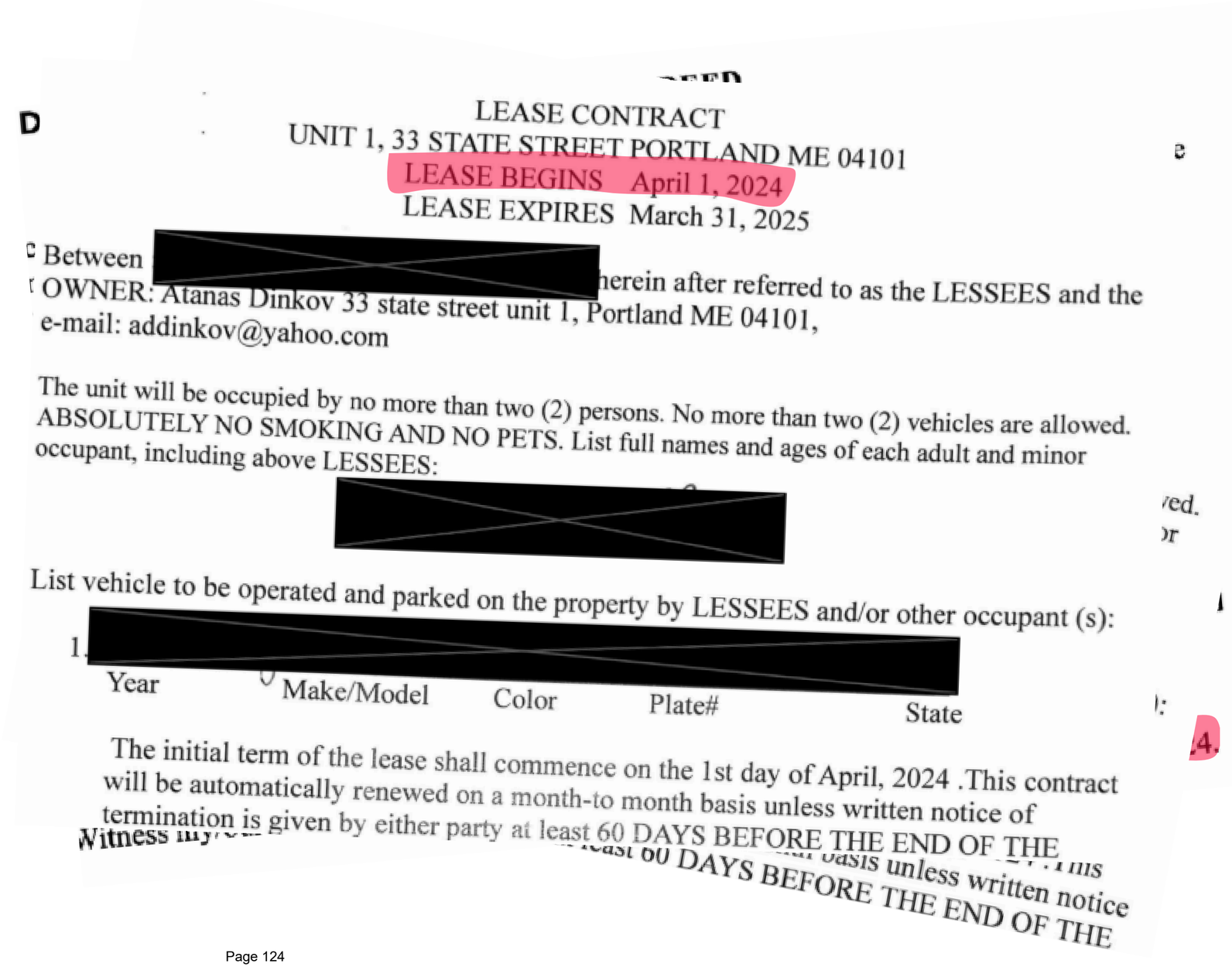
Mr. Dinkov purchased 33 State Street

Jan. 10, 2024

<u>Only</u> units 2 & 3 are applied for LTRs

Apr. 1, 2024

<u>All</u> 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. [redacted]

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

Witness my

least 60 DAYS BEFORE THE END OF THE

Timeline to Deception

Jan. 5, 2024

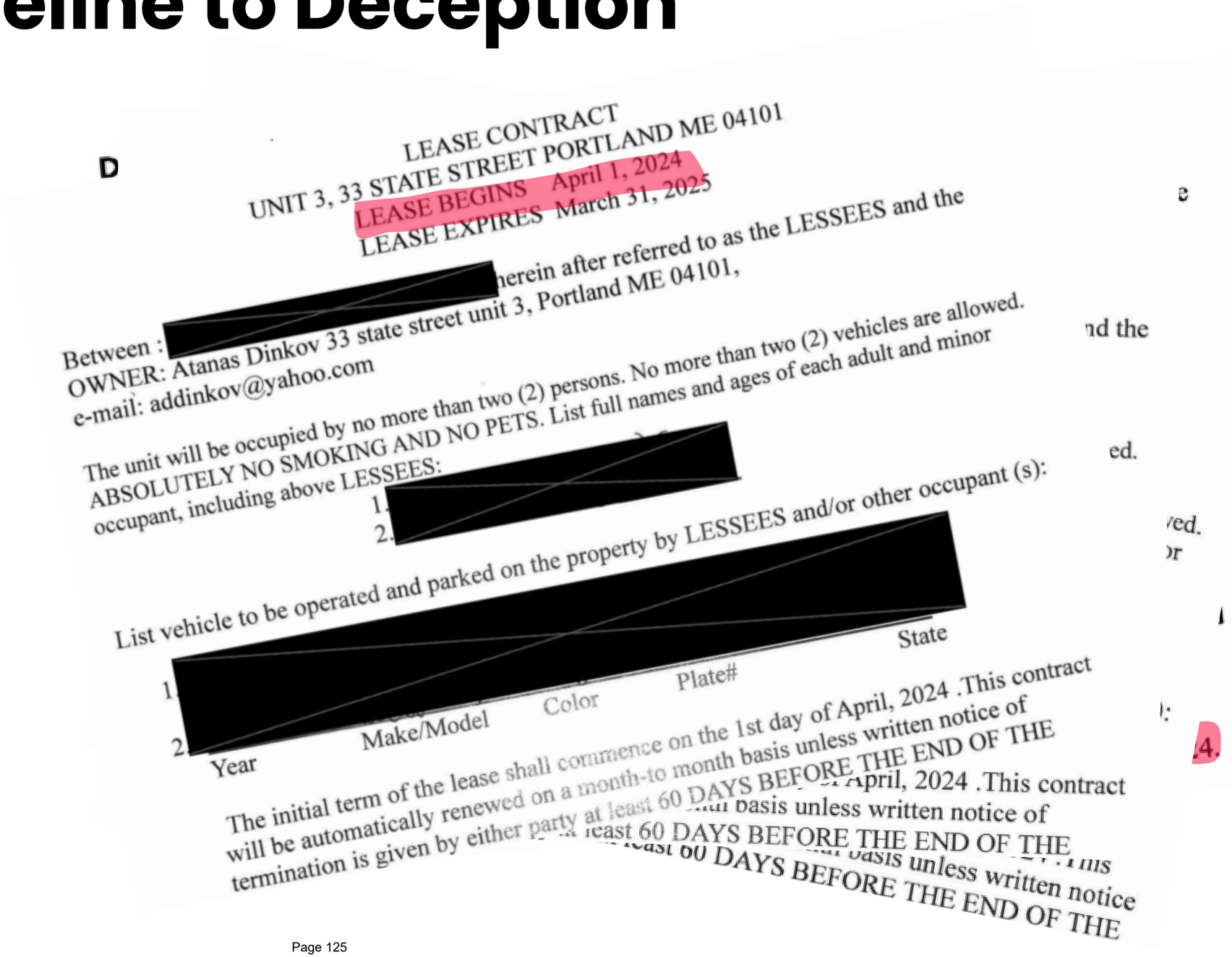
Mr. Dinkov purchased 33 State Street

Jan. 10, 2024

<u>Only</u> units 2 & 3 are applied for LTRs

Apr. 1, 2024

<u>All</u> 3 units were rented out



LEASE CONTRACT

UNIT 3, 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 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. [redacted]

2.

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

[redacted]

1

2

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

April, 2024 .This contract

basis unless written notice of

least 60 DAYS BEFORE THE END OF THE

basis unless written notice

least 60 DAYS BEFORE THE END OF THE

Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased 33 State Street

Jan. 10, 2024

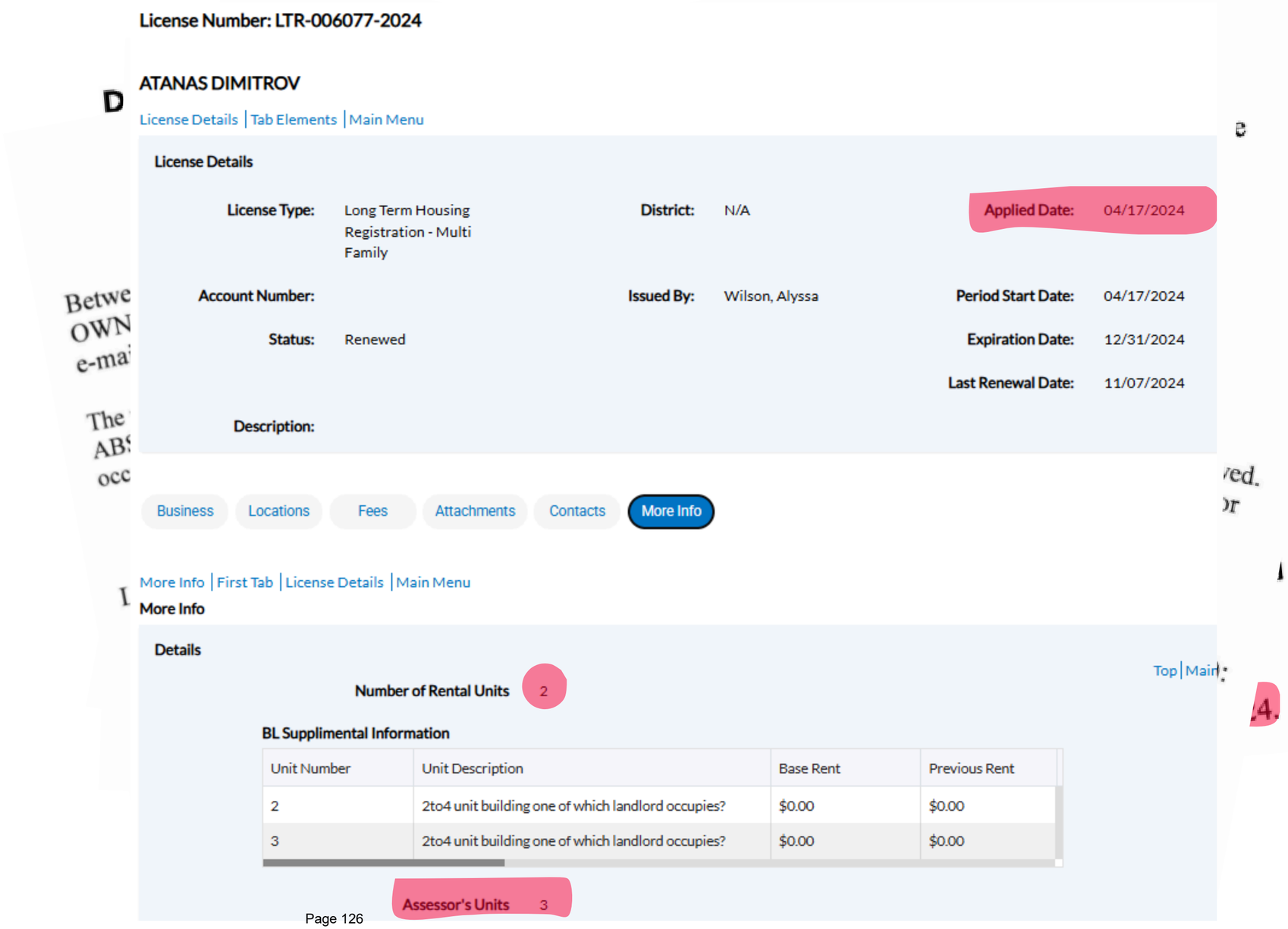
Only units 2 & 3 are applied for LTRs

Apr. 1, 2024

All 3 units were rented out

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

Top | Main

Number of Rental Units 2

BL Supplimental Information

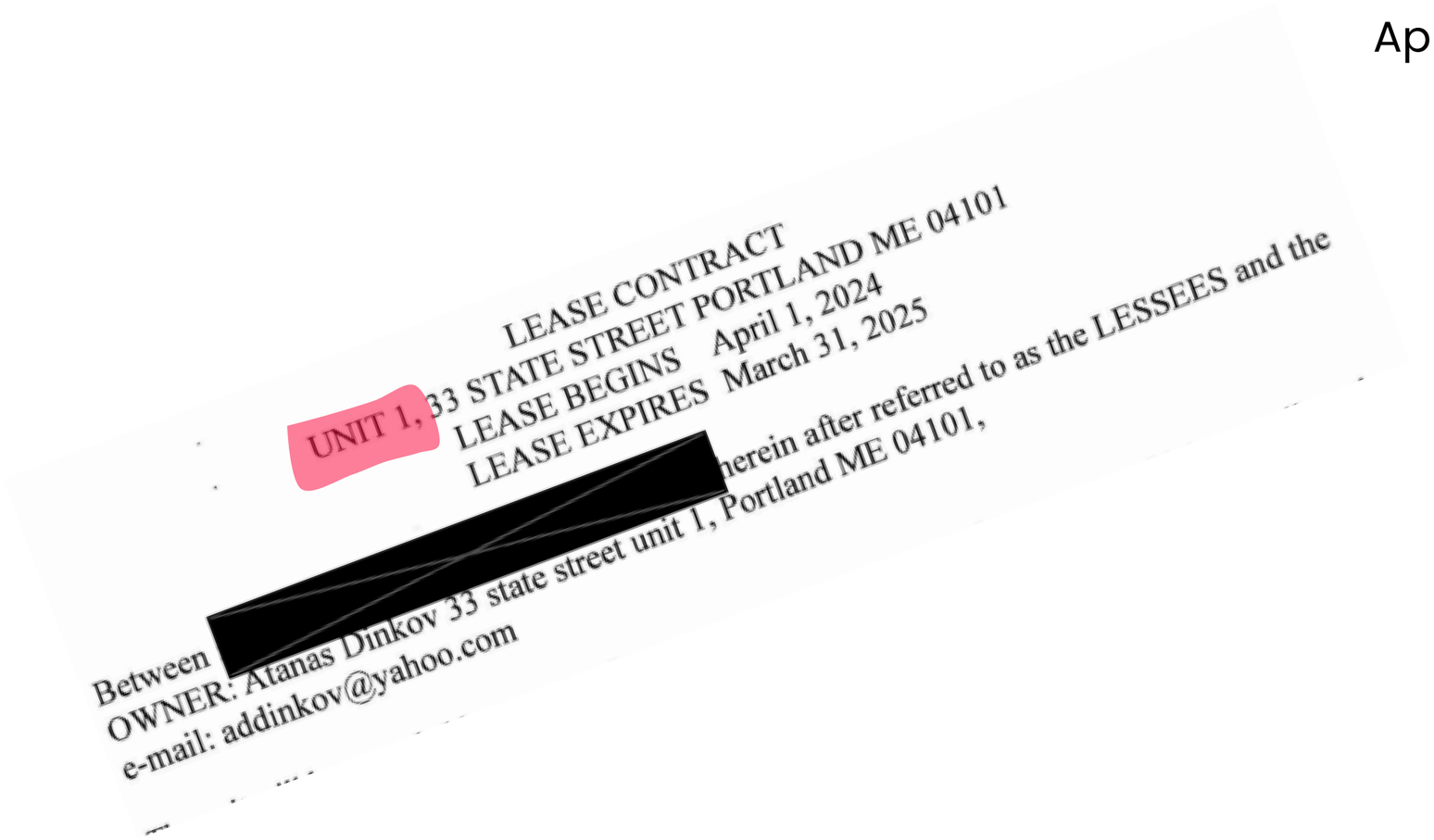
Unit Number	Unit Description	Base Rent	Previous Rent
2	2to4 unit building one of which landlord occupies?	$0.00	$0.00
3	2to4 unit building one of which landlord occupies?	$0.00	$0.00

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**



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

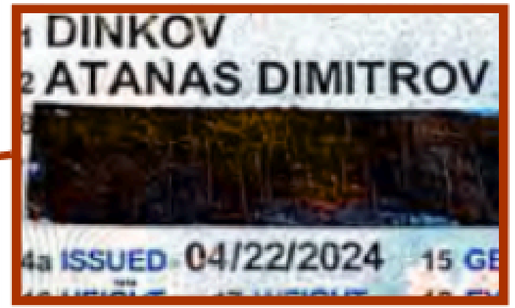
OWNER: Atanas Dinkov 33 state street unit 1, Portland ME 04101,

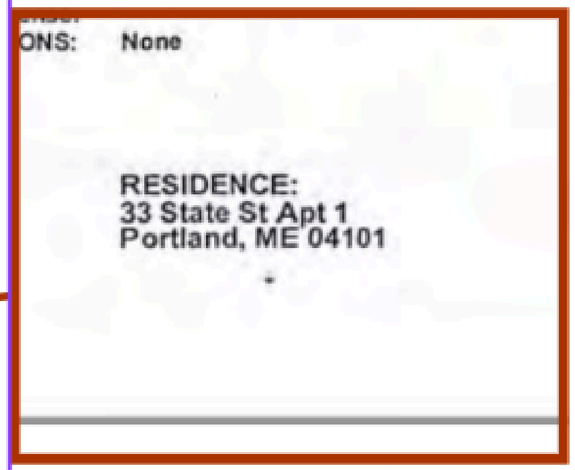
e-mail: addinkov@yahoo.com

False Claim of Owner Occupancy

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





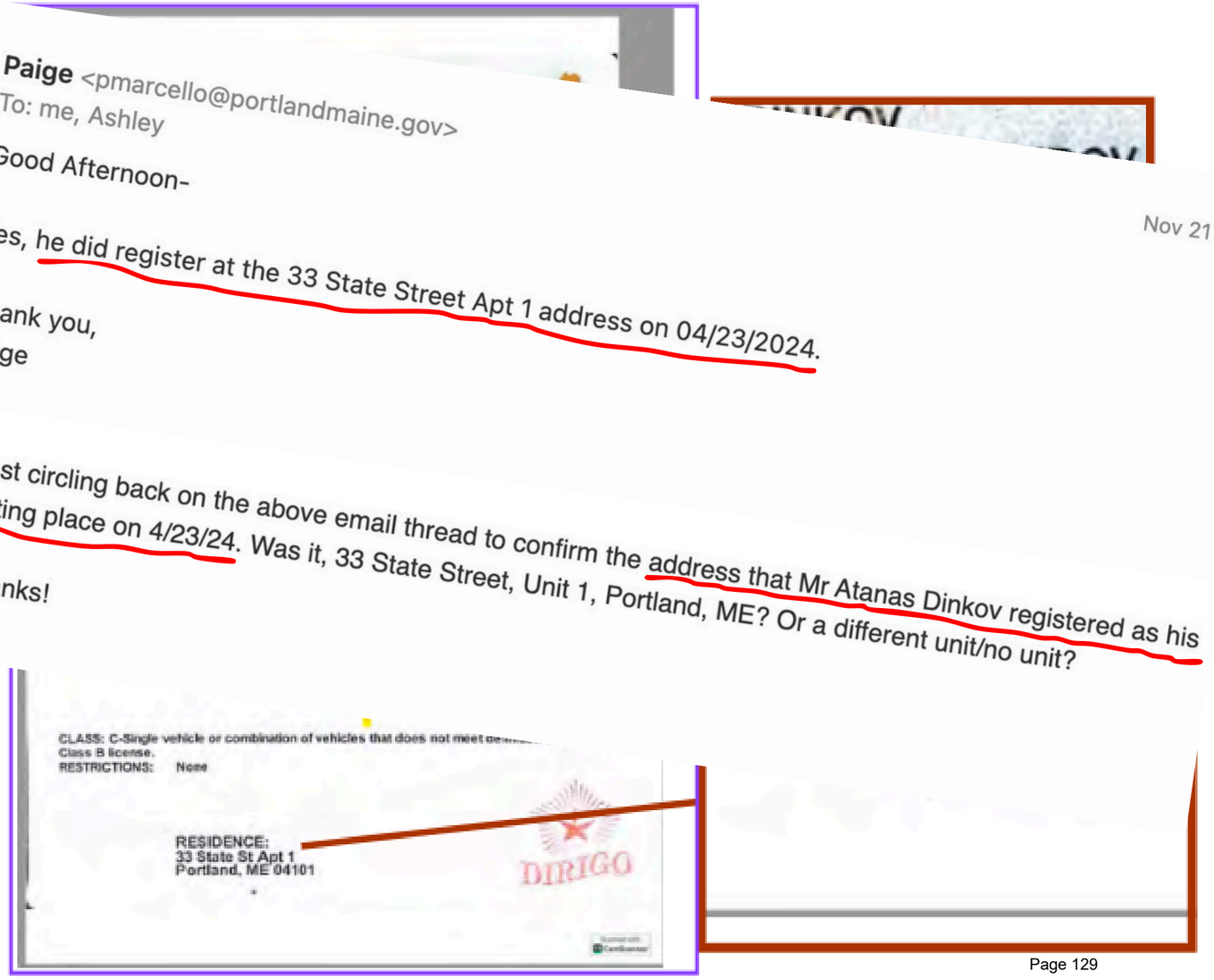


Apr 1, 2024 **Apt 1 rented out**

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.



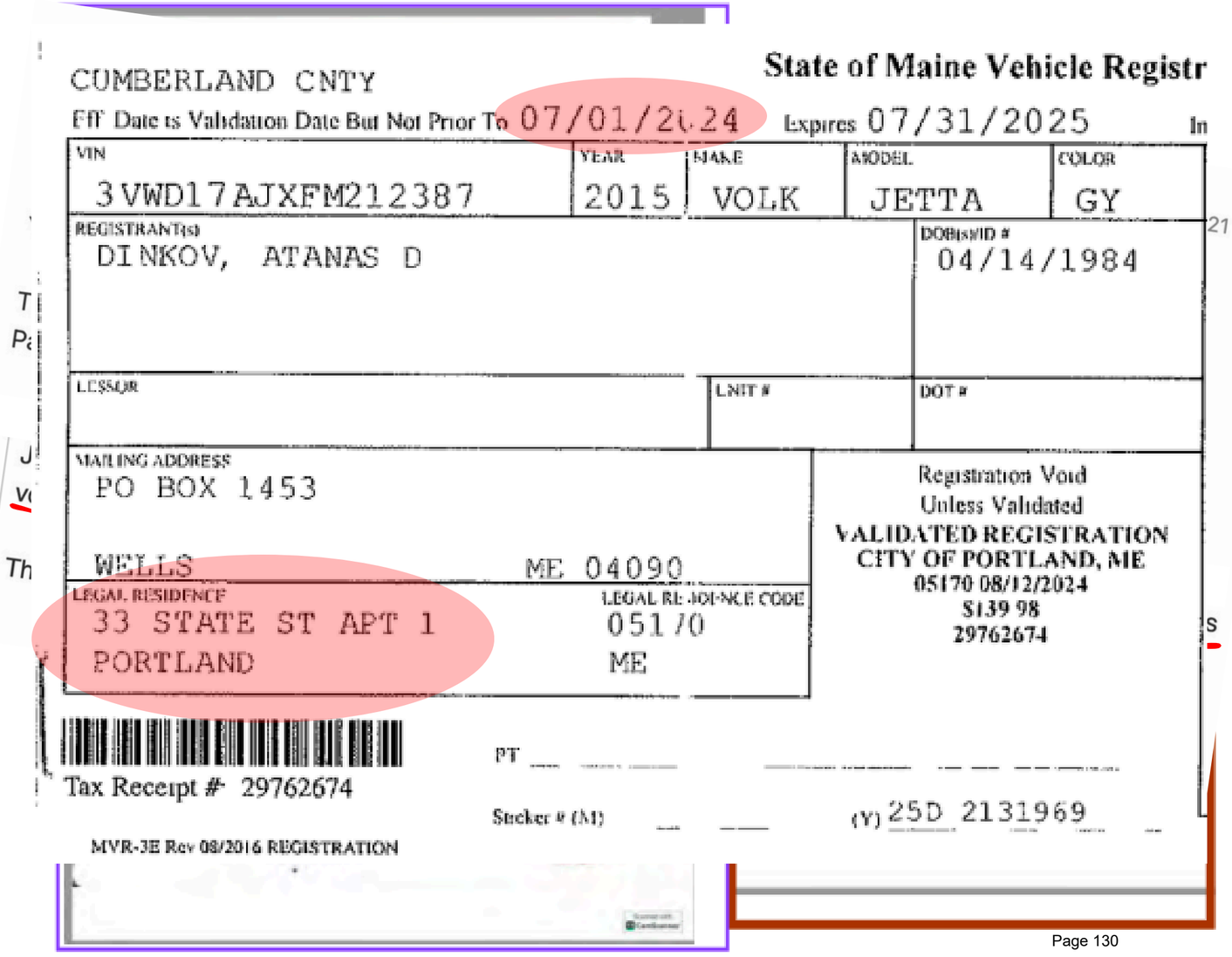
Apr 1, 2024 **Apt 1 rented out**

Apr. 22, 2024 **Claimed Apt 1 as residence on license**

Apr. 23, 2024 **Claimed Apt 1 as voting address**

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

Eff Date is Validation Date But Not Prior To 07/01/2024 Expires 07/31/2025

VIN	YEAR	MAKE	MODEL	COLOR
3VWD17AJXFM212387	2015	VOLK	JETTA	GY

REGISTRANT(S): DINKOV, ATANAS D

DOB/SSN/ID #: 04/14/1984

LESSOR

UNIT #

DOT #

MAILING ADDRESS: PO BOX 1453 WELLS ME 04090

LEGAL RESIDENCE: 33 STATE ST APT 1 PORTLAND

LEGAL RESIDENCE CODE: 05170 ME

Registration Void Unless Validated

VALIDATED REGISTRATION
CITY OF PORTLAND, ME
05170 08/12/2024
$139.98
29762674

Tax Receipt # 29762674

PT

Sticker # (M)

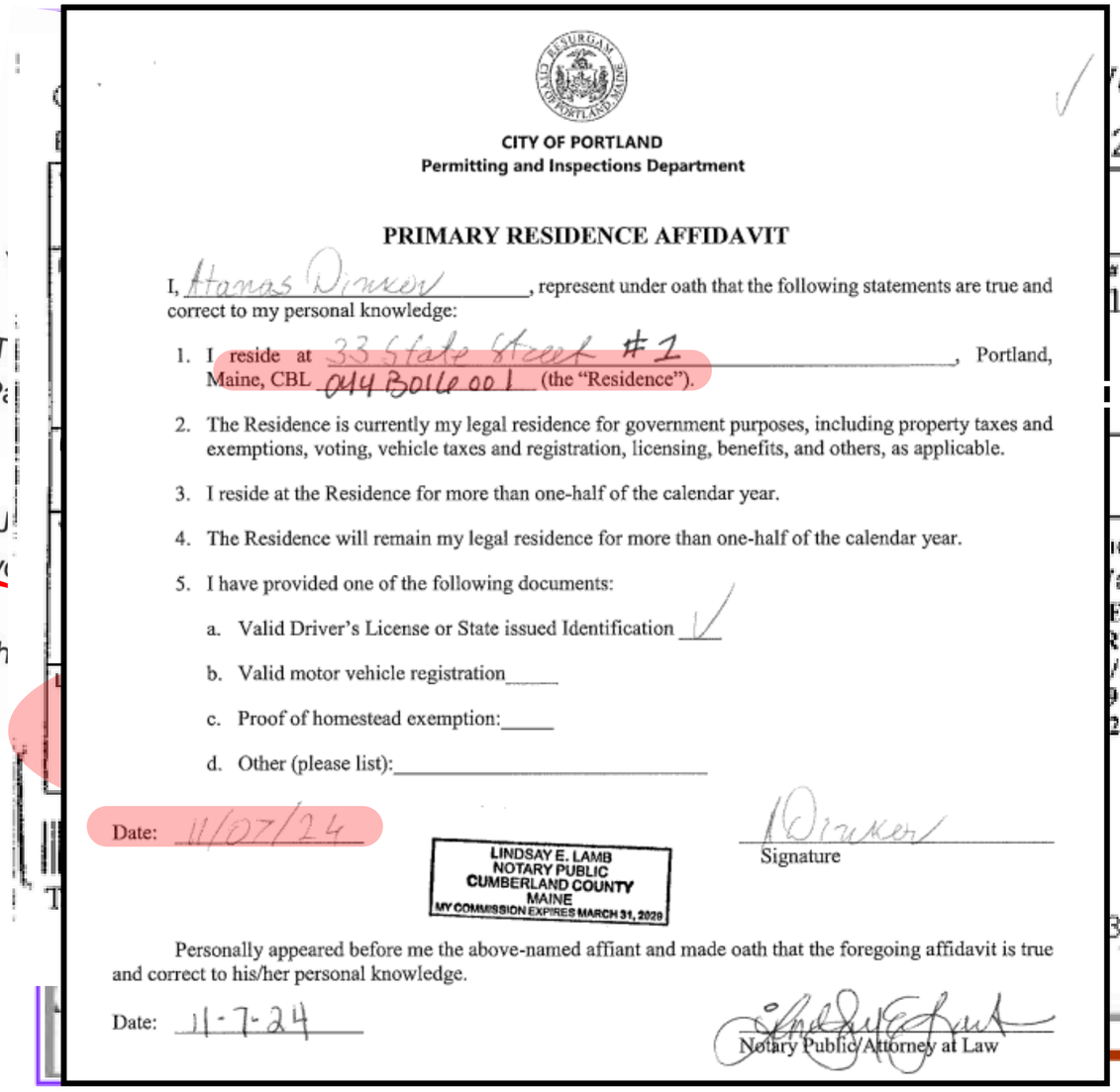
(Y) 25D 2131969

MVR-3E Rev 08/2016 REGISTRATION

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**

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:

1. I reside at 33 State Street #1, Portland, Maine, CBL 044 B016 001 (the "Residence").
2. 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.
3. I reside at the Residence for more than one-half of the calendar year.
4. The Residence will remain my legal residence for more than one-half of the calendar year.
5. I have provided one of the following documents:
   a. Valid Driver's License or State issued Identification ✓
   b. Valid motor vehicle registration____
   c. Proof of homestead exemption:____
   d. Other (please list):____

Date: 11/07/24

HDinkov
Signature

LINDSAY E. LAMB
NOTARY PUBLIC
CUMBERLAND COUNTY
MAINE
MY COMMISSION EXPIRES MARCH 31, 2029

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

Notary Public/Attorney at Law

Vehicle Registr
2025 In
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EGISTRATION
RTLAND, ME
/12/2024
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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 <u>again</u>

Exposed. Fined.

APPLICABLE CODE SECTION(S)	City Code 6-155(d)
CODE DESCRIPTION	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
COMMENTS	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. 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.
DEADLINE	07/24/2025

And Then The Story Changes

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

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

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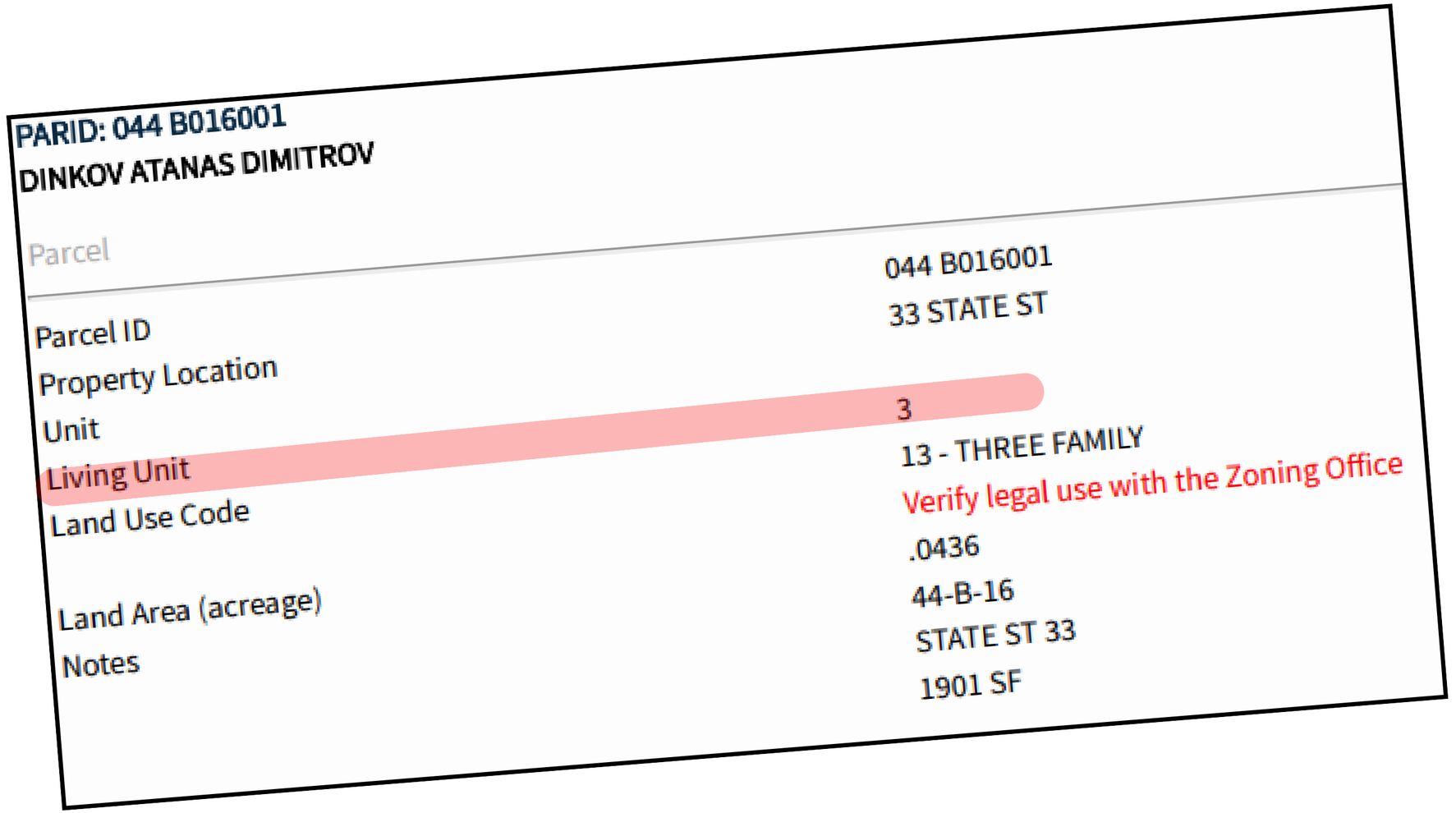
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"*I believe he was* ***residing in his basement unit*** *for a certain time."* Neighbor**.**

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

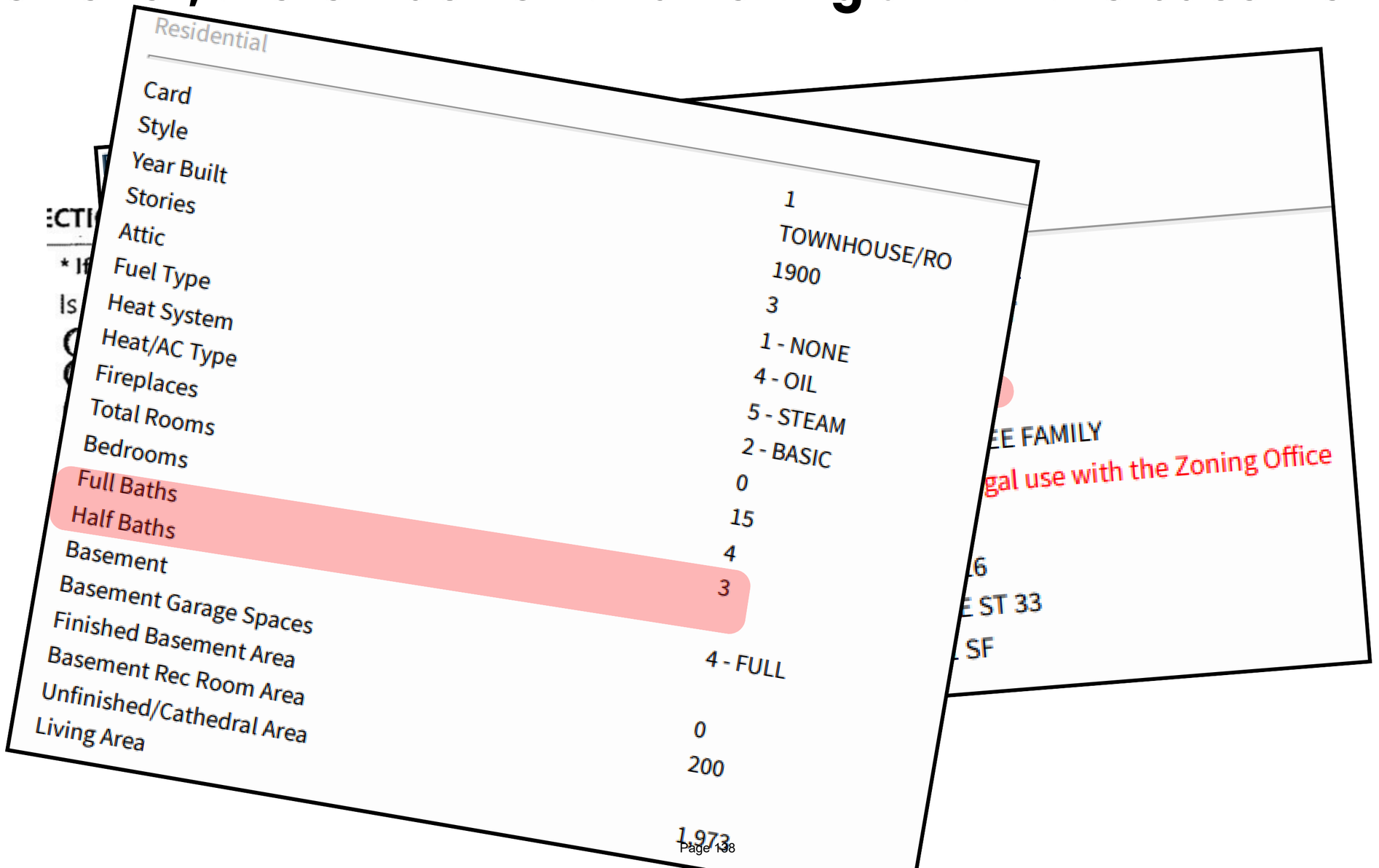
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PARID: 044 B016001
DINKOV ATANAS DIMITROV

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

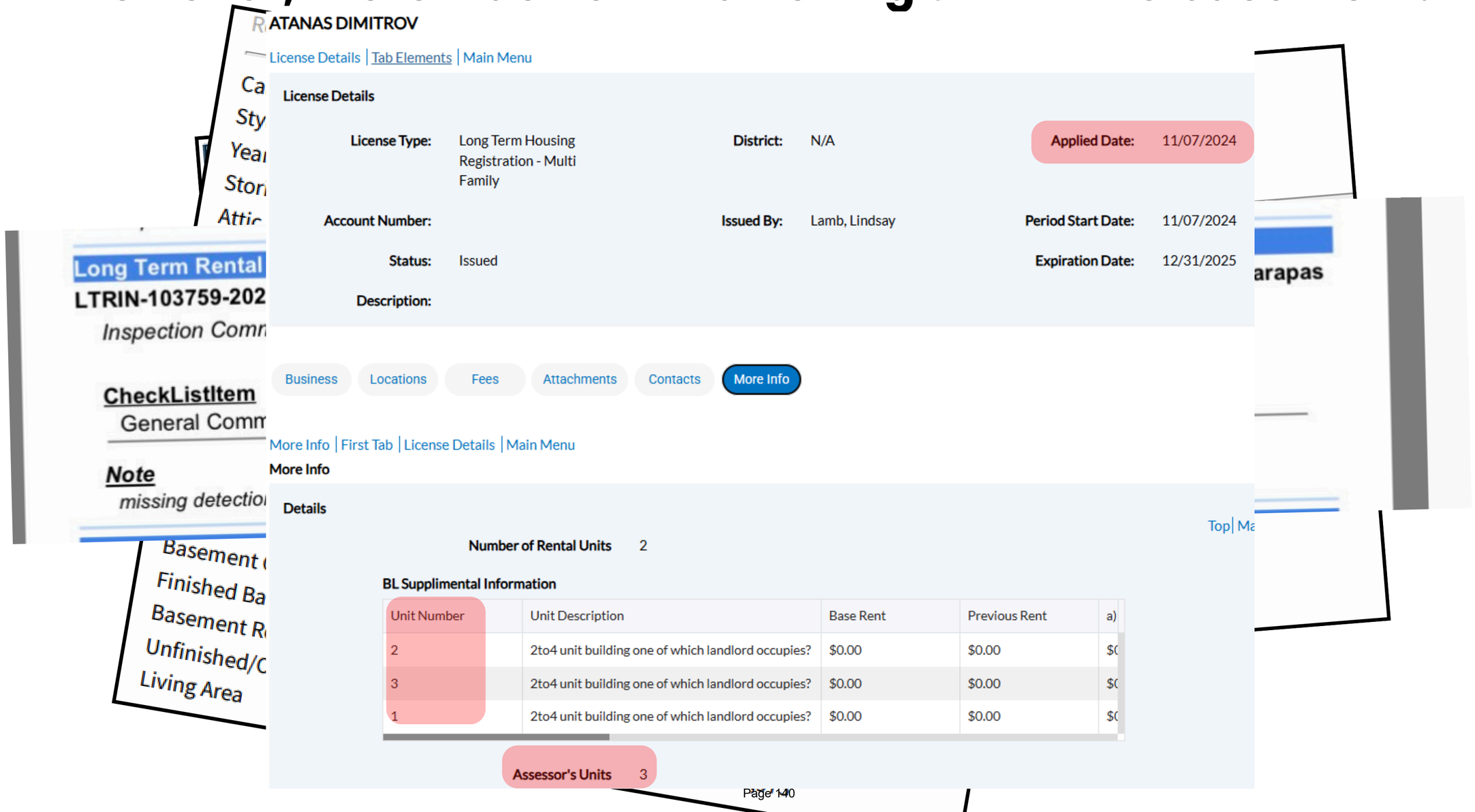
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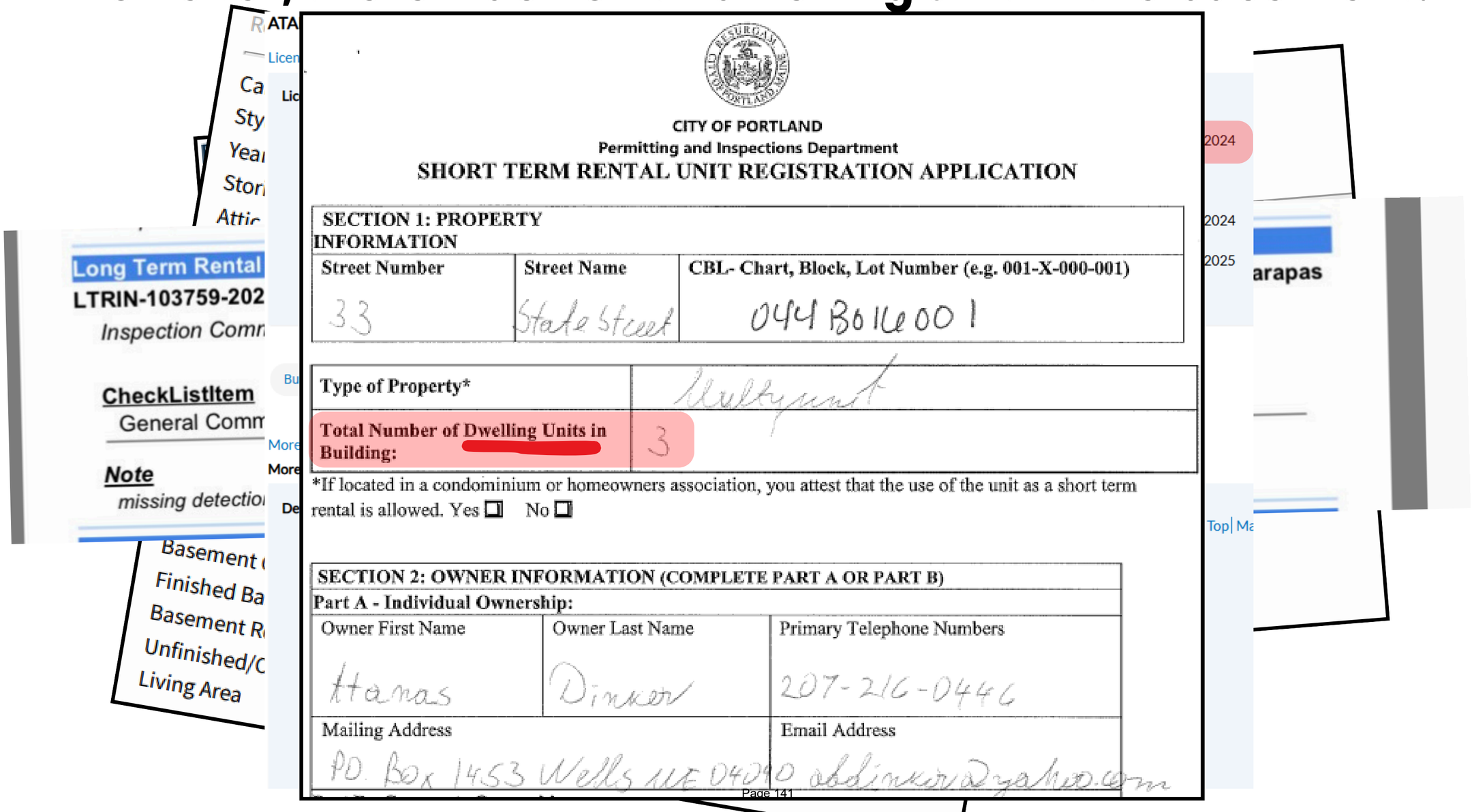


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CITY OF PORTLAND

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 B016001

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 ☐ No ☐

SECTION 2: OWNER INFORMATION (COMPLETE PART A OR PART B)		
Part A - Individual Ownership:		
Owner First Name	Owner Last Name	Primary Telephone Numbers
Atanas	Dinkov	207-216-0446
Mailing Address		Email Address
PO Box 1453 Wells ME 04090		adinkov@yahoo.com

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"[2] under Sec 6-106 of the City Code. Per Sec 6-150.1 of the Code, a "rooming unit" is a rental unit.[3]

-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;

ECTION 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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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 last 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

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7. At no point during the entirety of my
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heard, and based on Mr. Dinkov's own

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

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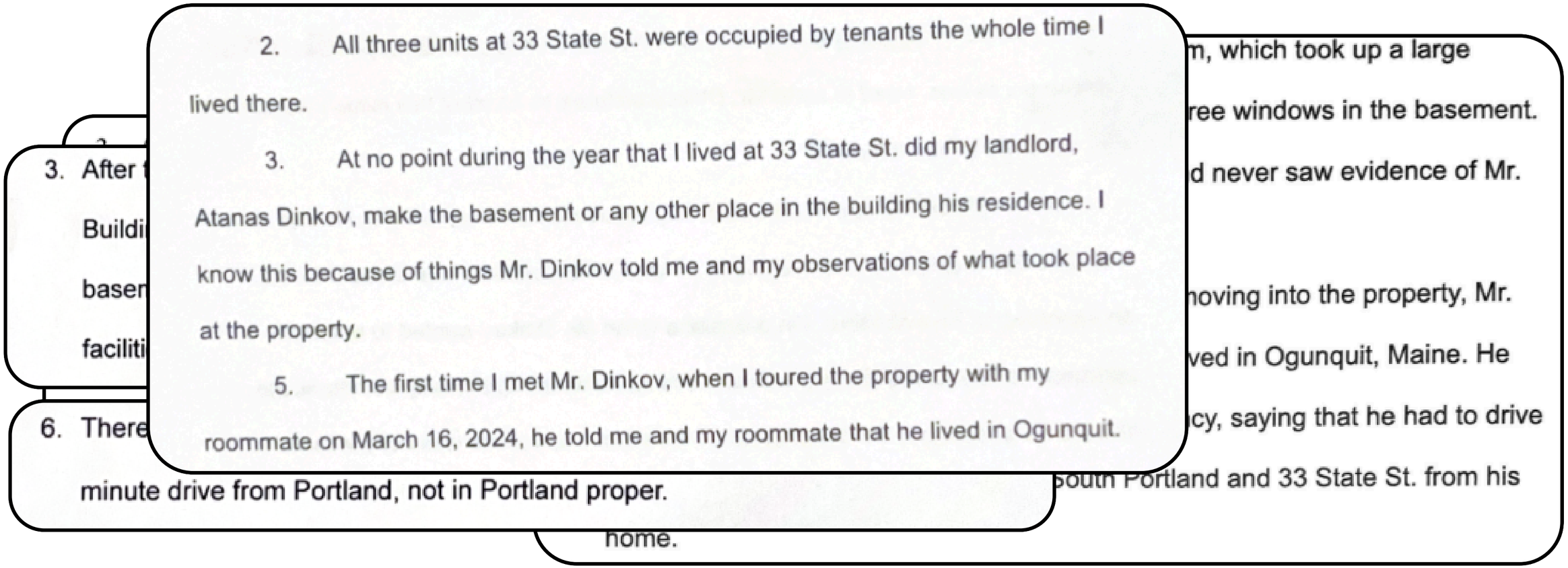
South Portland and 33 State St. from his home.

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.

Mr. Dinkov did not live anywhere in 33 State St.

Tenants confirm, under oath, that landlord never lived at the property



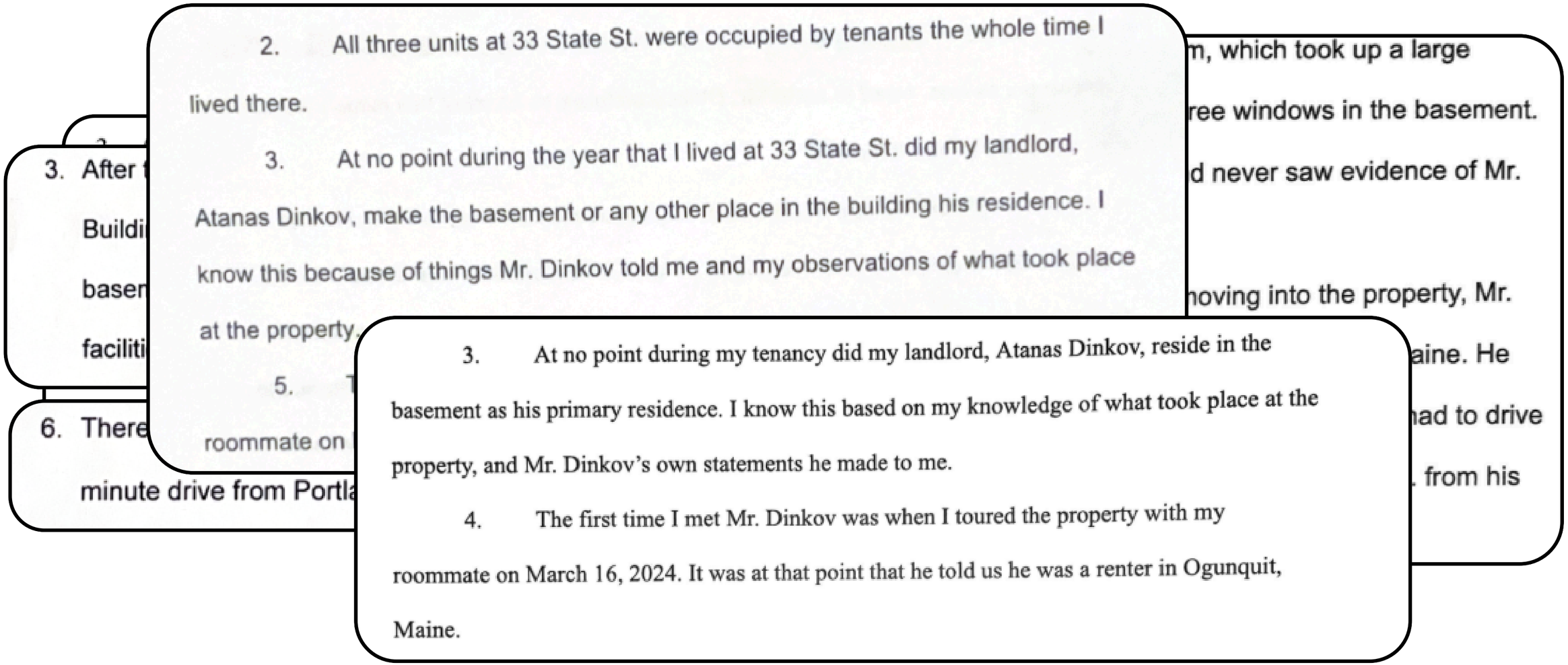
2. All three units at 33 State St. were occupied by tenants the whole time I lived there.

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.

Mr. Dinkov did not live anywhere in 33 State St.

Tenants confirm, under oath, that landlord never lived at the property



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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.

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:

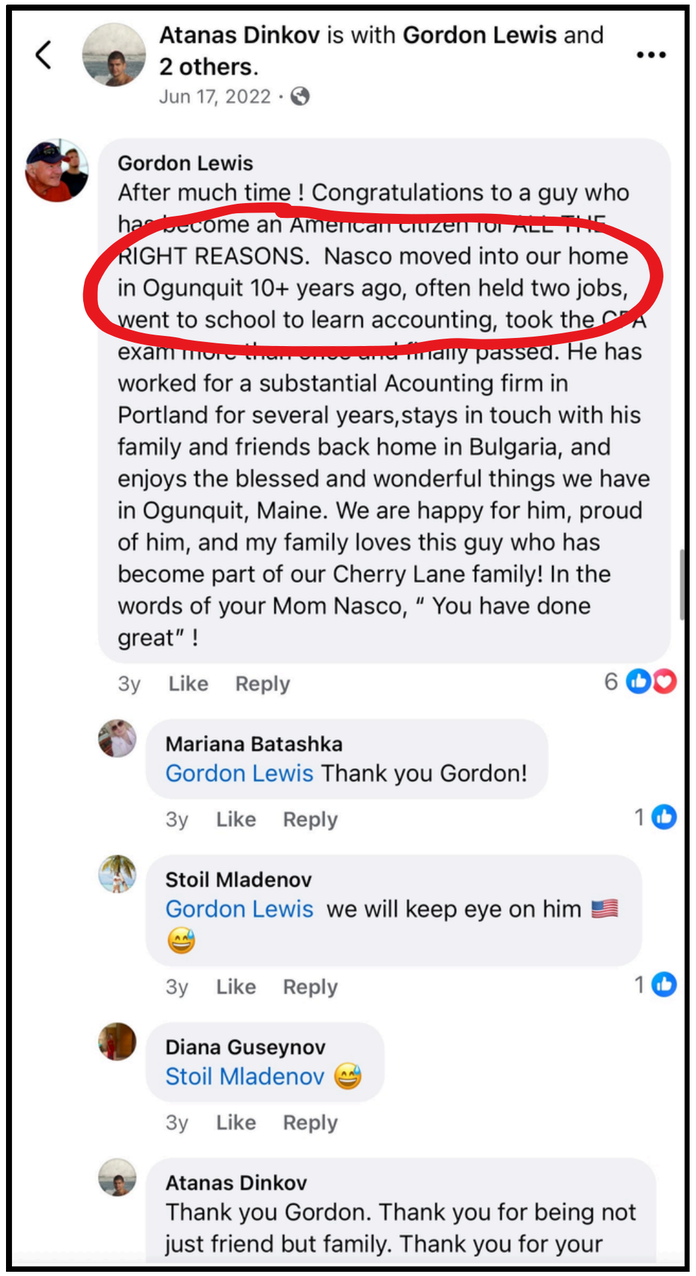
"Nasco [his nickname] moved into our home in Ogunquit..."

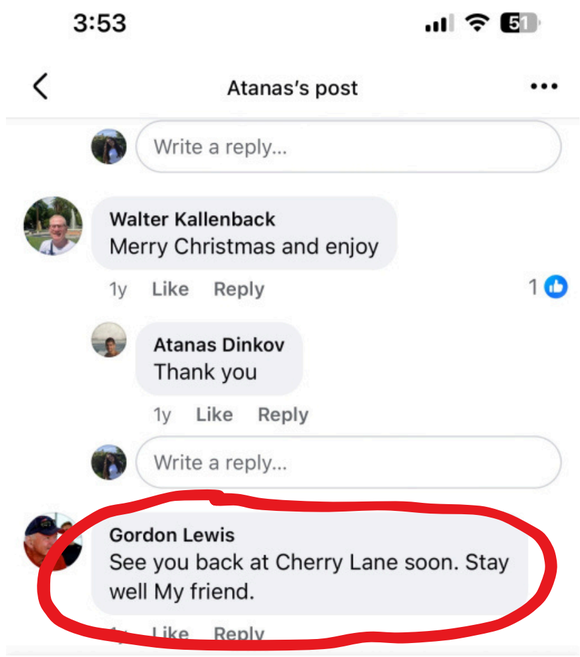
"Will clean the crackers off your bed!"

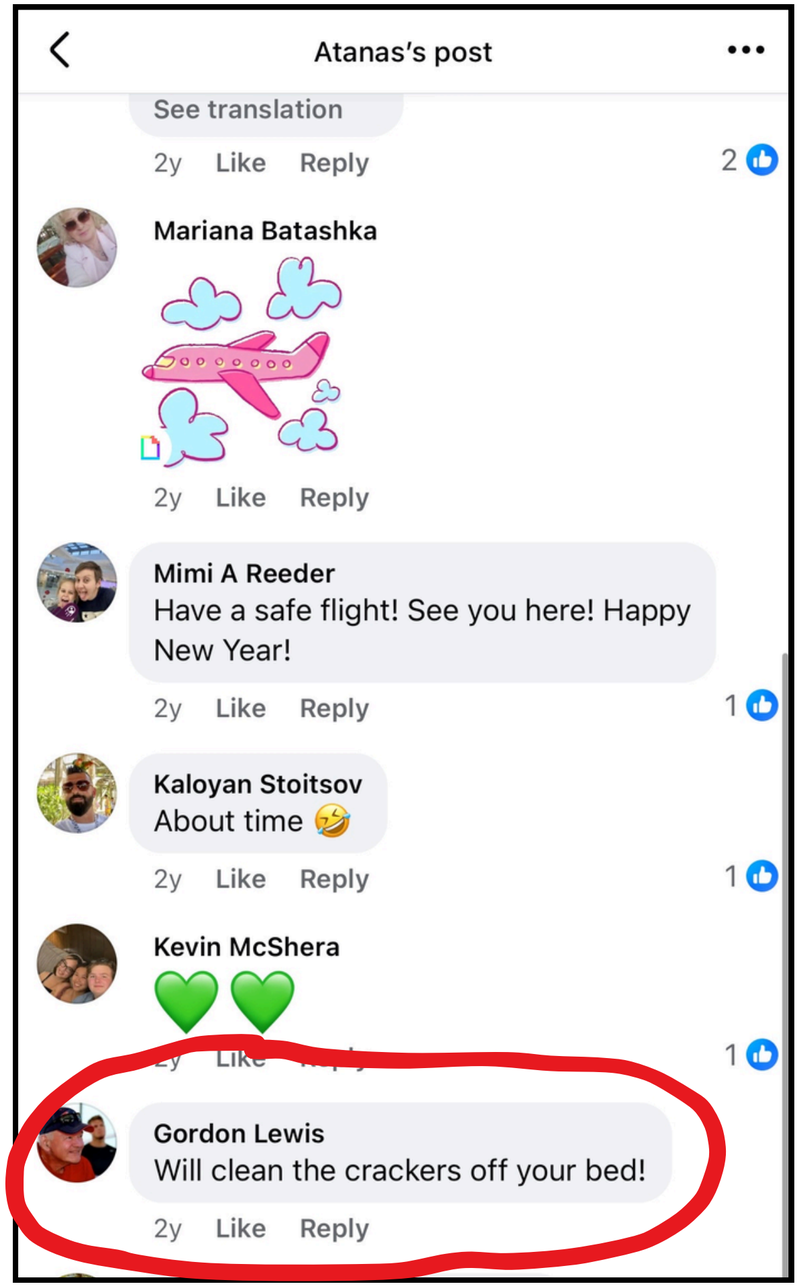
"See you back at Cherry Lane soon."

Where *Did* He Live?

More than just a rented "work space"?







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Summary Findings

- There are **only 3 dwelling units** in the building.
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- 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:

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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.

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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 - Tabled to December 17, 2025 - Tabled to January 28, 2026

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, 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

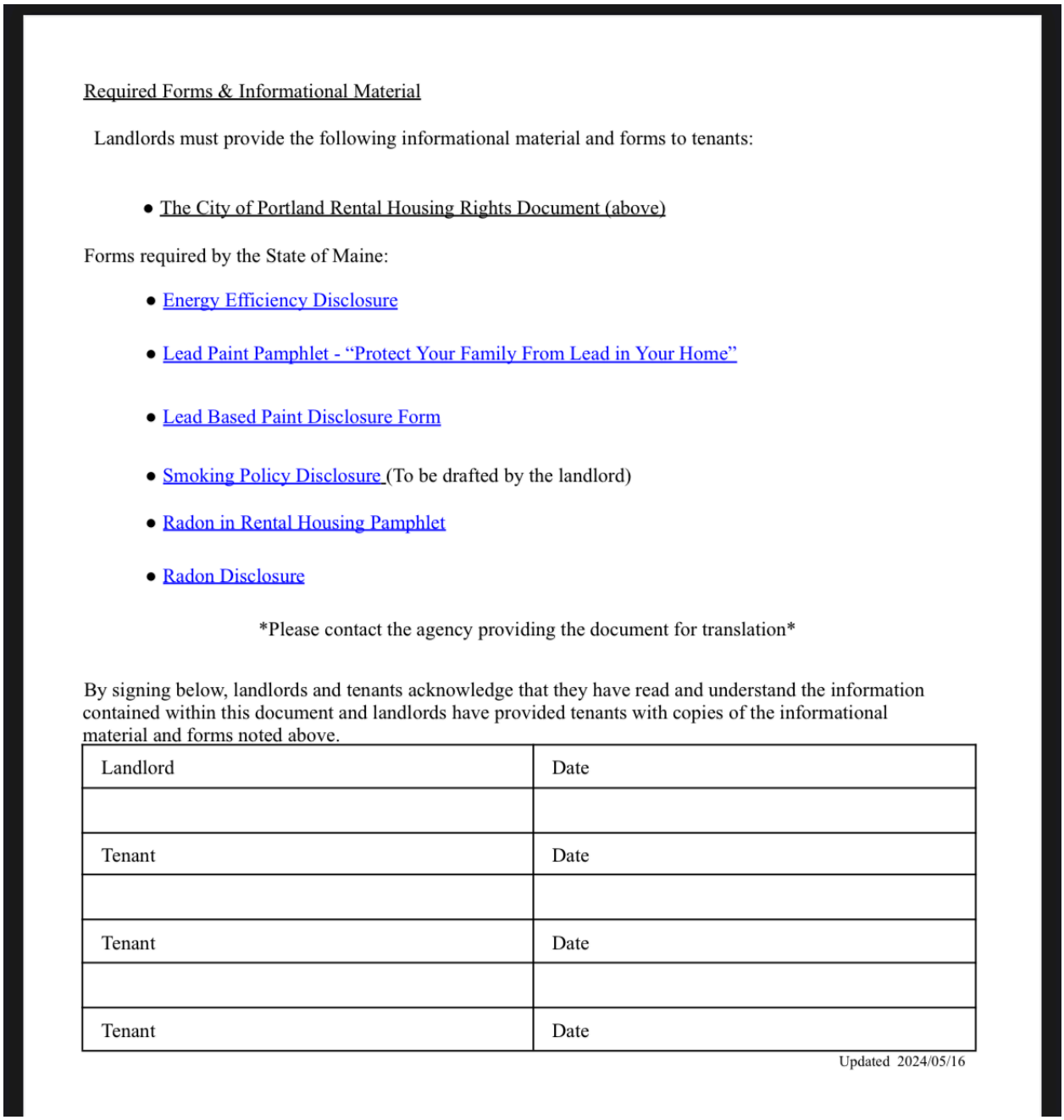
shelley swift :

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

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
803-221-2100

Gmail Matthew Matthew <mgrieco07@gmail.com>

Rent Control - 193 York Street - BLDG0107314

1 message

Rent Control- City of Portland <rentcontrol@portlandmaine.gov> Tue, May 28, 2024 at 9:33 AM
To: MGRIECO07@gmail.com, KJMMINC@gmail.com

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
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

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

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, 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

Dylan Orr <dorr@portlandmaine.gov>

Retaliation hearing

1 message

Shelley Swift <shelley.j.swift@gmail.com> Tue, Dec 9, 2025 at 3:13 PM
To: Dylan Orr <dorr@portlandmaine.gov>

Just to clarify some things, I have listened to the hearing that you provided.

The building was purchased April 22 of 2020 rent control was approved November 2020 and went into effect on January 1, 2021.

Any forms that were created or required were created after he acquired the building.

Matthew Greco states that he never signed a lease with me which is not true. I have enclosed a copy of the most recent lease that I have had signed with him.

This is not the first thing he lied about during the hearing.

The only thing provided in that lease was the lead paint disclosure, none of the other documents, tenants rights, or any other disclosures were provided at that time. He states that he was not obligated to send them, but that he did send them which this shows that his packet which he states he has all of the documents and does not provide any of the documents that he states provide “the packet”

He states he provided the disclosure links, which is not forms that have been filled out and completed and signed.

I’m not sure why no one requested to see a copy of this packet that he has that he has completed that he supposedly is providing for every new tenant?!?!

The initial date that he provided notice to me about termination of my tenancy was Friday, August 29.
After that initial month, he realized that he didn’t provide the documents properly so he resent them , with a lawyers assistance , in October.

The apartment below me which she states is a “comparable size”, Was vacant Two days after he provided me my notice of termination so he knew about the vacancy and that it would be available a month prior to that. So for an entire month, he knew that there would be an open unit that was comparably sized to mine that he could move into right away as he does state he needed to move in “as soon as possible”
The difference from my unit to the unit below is about proximately 43 ft.² difference.

He did not offer to allow me to move into the lower unit at any point, which he could have done if he would have wanted to keep me as a tenant which means he did not want to keep me as a tenant.

The new tenant moved in in September to the unit below me. Why if he was looking to get into the building as soon as possible did he not take that unit?

I feel that Matthew Greco has some serious confusion about what his role is as a property manager/landlord/owner of the building when he states that he is not required to provide documents. He falsely believes he is not required to have them signed and he is not required to follow regulations that are required by the city and that he “finds it disgusting “ that he’s being held Accountable for them! Whether those rules are documents or rent control rules, or city ordinance.

I believe the fact that I am calling him out for violating those ordinances and rules and violations is why he is retaliating by terminating my tenancy.

I believe the copy of the lease below is proof that I was not provided with any additional documentation as it would’ve been a part of “the packet.”
(As he calls it In his testimony)

One question that I do have is Christopher Moore brought up a good point about if a buyer buys the property do the disclosures need to be provided and someone asked if he had ever signed a lease with me and he stated no,

my question would be when we signed that new lease would that be considered, the commencement of a new tenancy ??

I believe since he purchased the building before rent control began these documents that needed to be required were required after rent control started, that he was required to provide them to me not The previous owner.

He states at some point that he walked past me as I walked into the back of the building, which makes no sense. The back of the building when me and I would walk into my bedroom and not my kitchen I only always use the front door my car is parked closest to the front door and I've always use the front door for entrance. Regardless of if he saw me, walked past him why did he come up and knock on my door to discuss things if he felt the need to do that! It was a lie, and it didn't happen. I was never avoiding him. I responded to his text messages in a timely manner.

When his mother called me, I sent her a text message requesting that she sent any information that she needed to say or provide to me through email or text message , because I was advised by Pine Tree Legal that I should not have conversations I needed Documentation.

Please let me know if you have any additional questions. Please let me know if you have received the text message threads that you requested I provide to you.

---

191 York lease January 1 22 to November 30 23.pdf
505K

2:42

52

New iMessage Cancel

To: Matt Greico

Fri, Aug 29 at 10:02 AM



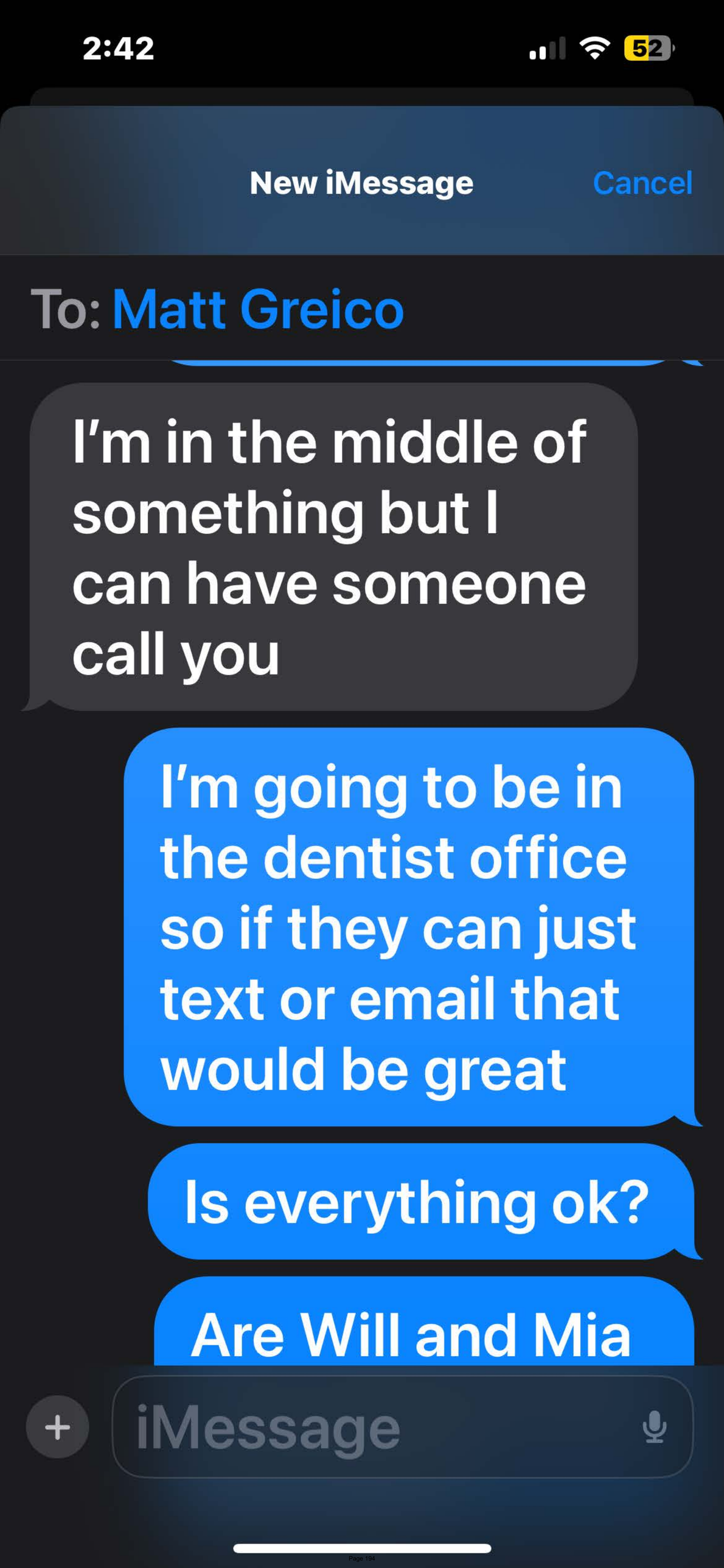
Tenancy Termination Notice_Shelley 193 York Apt 2.pdf

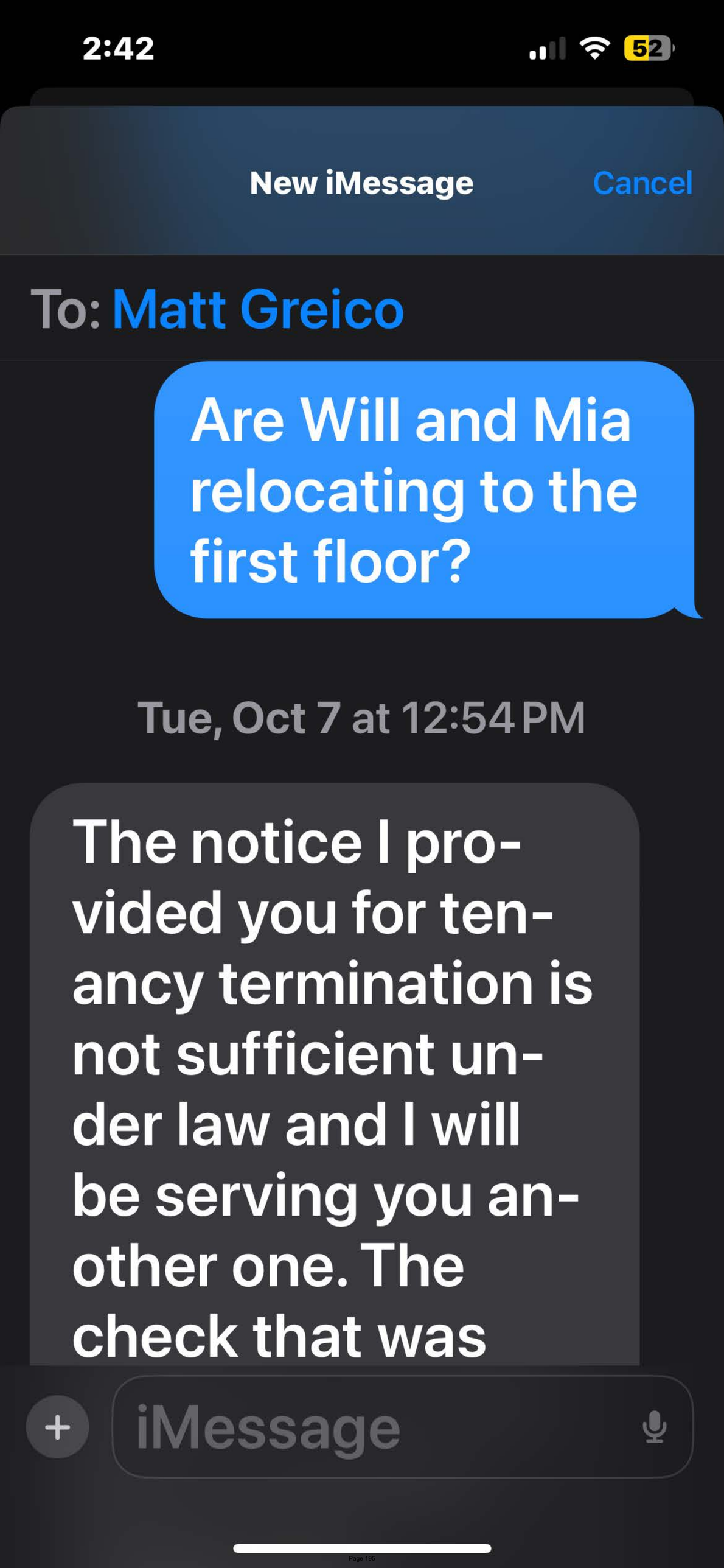
PDF Document · 959 KB

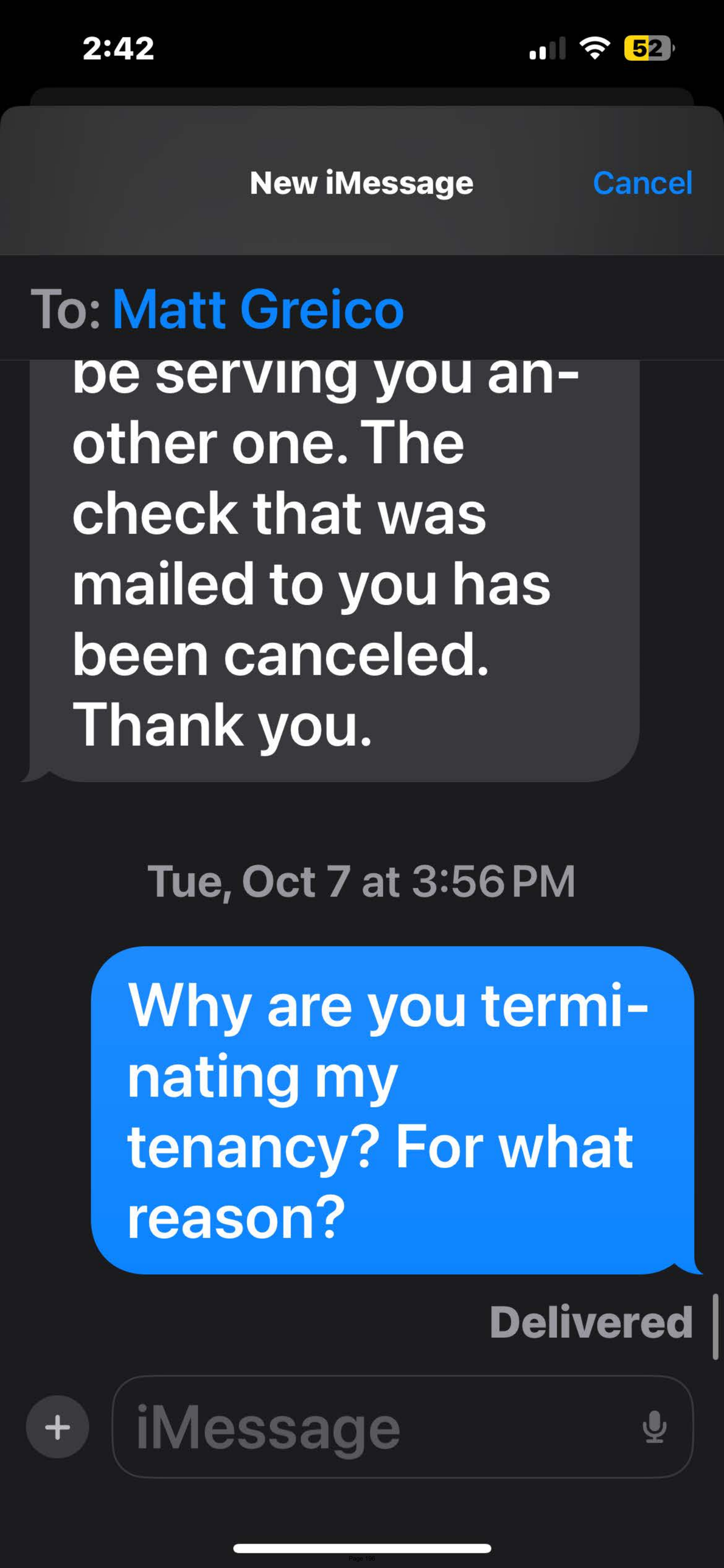
Hello Shelley, please see attached notice. Was also sent mail and email. Appreciate your cooper-

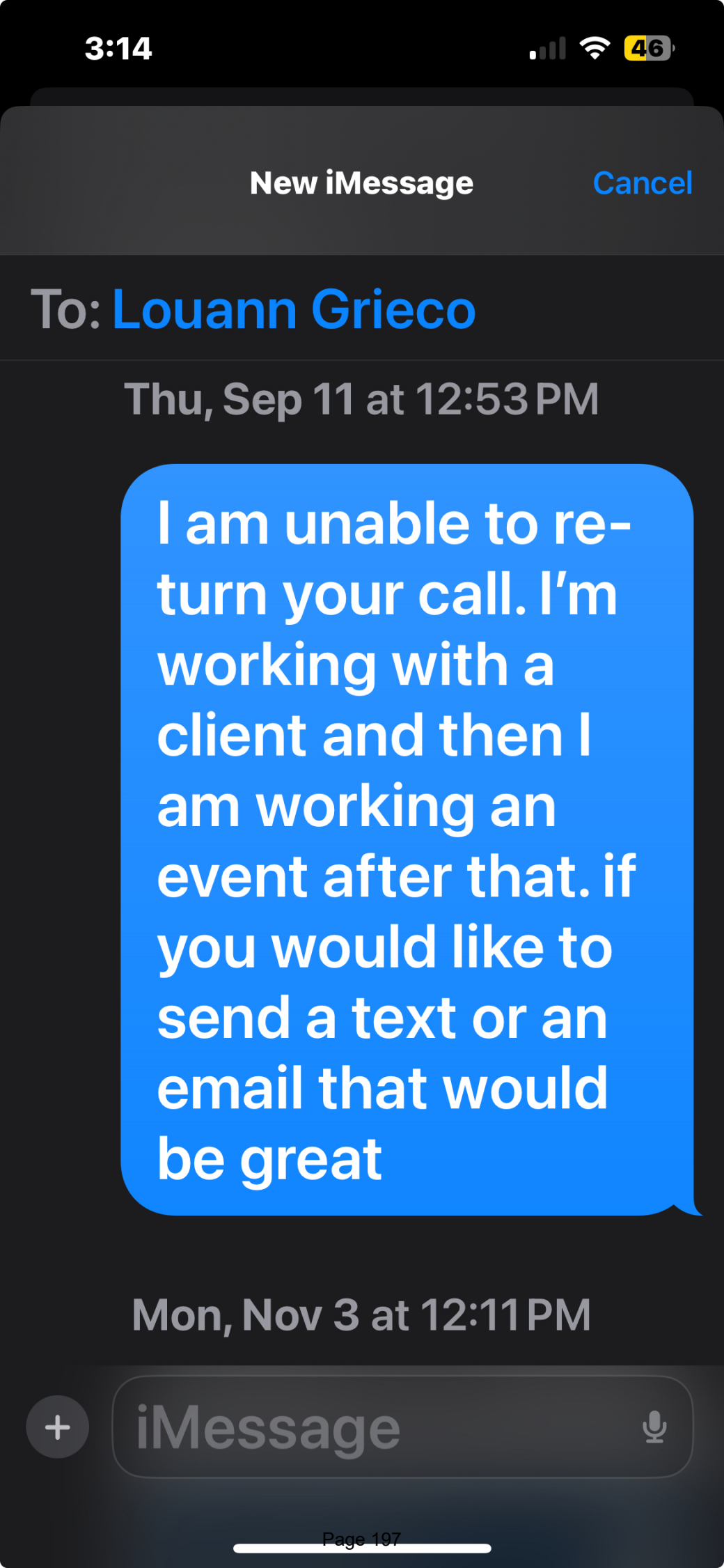
iMessage


2:42
52
New iMessage
Cancel
To: Matt Greico
ciate your cooper-
ation.
Tue, Sep 2 at 9:56 AM
Hey, looks like I just missed your call. I was in the shower and I'm about to head out for an ap-
pointment.
Can you just text me?
iMessage


2:42
52
New iMessage
Cancel
To: Matt Greico
I'm in the middle of something but I can have someone call you
I'm going to be in the dentist office so if they can just text or email that would be great
Is everything ok?
Are Will and Mia
iMessage


2:42
52
New iMessage
Cancel
To: Matt Greico
Are Will and Mia relocating to the first floor?
Tue, Oct 7 at 12:54 PM
The notice I provided you for tenancy termination is not sufficient under law and I will be serving you another one. The check that was
iMessage


2:42
52
New iMessage
Cancel
To: Matt Greico
be serving you an-
other one. The
check that was
mailed to you has
been canceled.
Thank you.
Tue, Oct 7 at 3:56 PM
Why are you termi-
nating my
tenancy? For what
reason?
Delivered
iMessage


3:14
New iMessage
Cancel
To: Louann Grieco
Thu, Sep 11 at 12:53 PM
I am unable to re-turn your call. I'm working with a client and then I am working an event after that. if you would like to send a text or an email that would be great
Mon, Nov 3 at 12:11 PM
iMessage

City of Portland – Housing Safety Division
TENANT RIGHTS COMPLAINT

Date of Hearing:

December 17, 2025 - Tabled to January 28, 2026

Appellant:

Lizeth Gallardo

Owner Name and Address:

Redfern WEP LLC

120 Exchange St, Ste 330

Portland, ME 04101

Property Address and Unit:

183 Brackett St, Unit 208

CBL:

045-E-039-001

Dylan Orr <dorr@portlandmaine.gov>

Retaliation Concern & Non-Renewal of Lease

Lizeth Gallardo <liz.gaall@gmail.com> Mon, Nov 17, 2025 at 6:52 PM
To: Rentboard@portlandmaine.gov

Hello,

I hope you are well. I am writing to provide an important update regarding my living situation at 183 Brackett Street, Apartment 208, Portland, Maine. After approximately four years of tenancy during which I maintained rent payments and complied with lease obligations, I submitted a formal written maintenance complaint to my landlord and property management on a date in September 2025, to which I received no written response. On October 2, 2025, a noise complaint was called in against my unit. Shortly thereafter, on October 8, I was issued a written lease-violation notice by my property manager, citing “obnoxious behavior” and referencing the earlier noise complaint. I responded by email acknowledging receipt of the notice, pointing out procedural concerns (including the inclusion of my guarantors despite lease language and Maine privacy statutes), and stating that I preferred all future communication be directed to me and my co-tenant. The next day I submitted a complaint via Portland 311, which the Housing Safety Division officially assigned. Then, on November 17, 2025, I received a 90-day notice of non-renewal of lease from my landlord—less than six weeks after my municipal complaint. In addition to the non-renewal, maintenance entered my unit to move the washer and dryer and left my home in disrepair: rugs and padding were pulled up and not replaced, debris and dust were left on my clothing, bathtub and floors were dirty, and I noticed new scratches on the floor. Given the sequence—complaint, violation, complaint to city, non-renewal—this appears to match the legal definition of retaliation under local Portland tenant protections and Maine statute. I believe I have acted in good faith at all times and request your assistance in reviewing this matter for possible retaliatory treatment by my landlord. I am more than willing to submit supporting documentation including the maintenance complaint, email correspondence, lease-violation notice, non-renewal letter, and photographic evidence of the damage and condition in my unit. Thank you for your time and for the work you do to protect tenant rights. I look forward to your guidance on how best to proceed.

Sincerely,

Lizeth Gallardo

Tenant, Apartment 208

183 Brackett Street

Portland, ME 04102

Dylan Orr <dorr@portlandmaine.gov>

Retaliation Concern & Non-Renewal of Lease

Lizeth Gallardo <liz.gaall@gmail.com> Wed, Nov 19, 2025 at 10:53 AM
To: Dylan Orr <dorr@portlandmaine.gov>

Hi Dylan,

Thank you for your email. I'm writing to provide the full timeline and to request that this matter be reviewed as soon as possible. The way the notices were handled has caused me stress, and I want everything to be clearly documented.

On September 28, maintenance entered my unit to replace a gasket. When I came home, my apartment had been left in very poor condition. My rugs and rug padding had been displaced and balled up, my socks were covered in dust, my bathtub had dust inside it, and all of my paper towels had been used. My kitchen rug was also stained. My partner later told me they had cleaned part of the heat pump in our sink, which explained the staining. I emailed Ethan with photos. He called the next day, but there was no written follow-up and he never came to look at the scratches or the condition of the apartment, which worried me because of the impact on our security deposit.

On October 2, at around 2:40 in the morning, my partner and I had a brief argument. It was loud for a moment and then ended. Later that morning, around 7:30, we argued again. At about 7:35, Ethan knocked on our door and said a neighbor had reported noise. He left shortly after. At around 7:46, the Portland Police arrived. They said everything was fine, took no names, issued no citation, did not separate us, and left within minutes.

On October 8, I returned home from work and found a written lease violation taped to my door. This was our first and only violation during the time we have lived here. Throughout almost four years of tenancy, we have never had any complaints, and we have always paid rent on time without any issues. Because of that history, it was very surprising to receive a non-renewal over a single incident that happened that morning. The notice referenced both the 2:40 a.m. and 7:30 a.m. moments and stated that a neighbor had reported noise, describing it as "yelling/obnoxious behavior."

That same evening at 5:37 p.m., I submitted a housing concern through the Portland Fix-It system regarding the maintenance issues and the violation. Around 6 p.m. that same day, Ethan emailed us the violation again and copied both of our guarantors, even though this was not a financial issue. This was extremely uncomfortable because it was a private matter between me and my partner. I emailed him back and explained that guarantors are only responsible for financial obligations and should not have been included. He did not reply until October 9 at 9:47 p.m., and his message simply said that including guarantors was courtesy, without addressing my concerns. After that, communication stopped.

On November 17, I came home around 4:20 and there was nothing on my door. I left briefly around 5:30 to go to the grocery store, and when I returned around 6:20, there was a 90-day non-renewal notice taped to my door. The email version of the notice appeared in my inbox at 6:27 p.m., also after business hours. This timing felt very unsettling.

I also want to note that Ethan lives in my building. I have lived here for almost four years and have never felt uncomfortable until recently, but receiving notices after hours from someone who also lives in the building has made me uneasy. The timing raised concerns for me in relation to the issues I had reported earlier.

This is the complete timeline. I appreciate your help reviewing this, and I can provide photos, emails, or anything else the Board may need.

Thank you,

Lizeth Gallardo, Peterson Silk

183 Brackett st unit 208

Portland, ME 04102

[Quoted text hidden]

[Quoted text hidden]

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.



Lizeth Gallardo <liz.gaall@gmail.com>
to Ethan, Peter

Thu, Sep 25, 5:52 PM

Hi Ethan,

I need to share how upsetting and disappointing it was to come home from work and find my apartment in the state it was left after maintenance. I understand the washer and dryer had to be moved, but it's not right that my space was left this way

Rugs and padding were pulled up and not put back.

The bathroom rug was balled up and tossed in with my laundry.

My clothes had dust and debris on them.

Bathroom mats were wet and out of place.

My bathtub and floors were left dirty.

My kitchen rug was stained.

I also noticed new scratches on the floor.

I know maintenance work can be disruptive, but my apartment should never be left in worse condition than before. Coming home to this after a full day of work was just really disappointing it felt careless, and it honestly left me wondering what went wrong here.

I've attached photos so you can see what I mean. I'd appreciate it if you could let me know how this will be handled.

Thank you,

Apt 208

These are some examples. Couldn't share the pictures through email.

WRITTEN NOTICE OF LEASE VIOLATION

October 8th, 2025

TO: Peterson Silk, Lizeth Gallardo, and All Other Occupants
183 Brackett St, Apt. 208
Portland, ME 04102

RE: Premises located at 183 Brackett St, Apt. 208, Portland, Maine 04102

NOTICE OF LEASE VIOLATION

It is the position of the Redfern WEP, LLC, (Landlord) that you are in violation of the terms and conditions of your lease. You are in violation of the following covenants of your Lease for the Premises located at 183 Brackett St, Unit 208, Portland, Maine, 04102 and your lease dated March 4, 2025.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner.

The below-described events are violations of your lease that you have engaged in conduct that is disruptive and disturbing to the tenants, neighbors and the landlord as well as specific violations of the lease as set forth below. You are hereby notified that this is in direct violation of your lease at 183 Brackett St, Apt. 208, Portland, Maine 04102. Please note this is your **first** written lease violation.

You have engaged in the following lease violation:

On the morning of Thursday, October 2, 2025, a noise complaint was filed for loud, obnoxious behavior starting at 2:50AM, interrupting the sleep of neighbors. A second incident occurred around 7:30AM the same morning, which police responded to. This is the 2nd noise complaint filed; therefore an official lease violation is being issued.

Each of these events is a specific and individual violation of your lease.

This written lease violation is without prejudice to the Landlord's right to pursue eviction proceedings against you.

If a forcible entry and detainer eviction court action is commenced against you, you have the right to contest this notice and defend the termination and eviction action in court.

Redfern Properties, Landlord
Ethan Shrestha
Property Manager
Representative of Redfern WEP, LLC

Ethan Shrestha <Ethan@redfernproperties.com>
to Peter, me, dsilk207@gmail.com, Gallardoa677@gmail.com

Oct 8, 2025, 6:00 PM

Hello Peterson, Lizeth, and all parties listed on the lease for Apartment 208,

Please see the attached lease violation notice.

This notice serves as both an important reminder and a final warning concerning future noise complaints. Please be mindful of your neighbors and help maintain the quiet, comfortable environment that everyone here values.

You've been longstanding residents at West End Place, and we truly appreciate your presence in the community.

If you have any questions or would like to discuss this further, please don't hesitate to reach out.

Warm regards,

Ethan Shrestha | Property Manager
Nightingale & West End Place
144 State Street
Portland, ME 04101
o. 207.261.5310
p. 207.261.1360
LiveRedfern.com

...

[Message clipped] View entire message

One attachment • Scanned by Gmail ⓘ Add to Drive

Landlord/Tenant Issues ▸ Archived

189 Brackett St Portland, ME, 04102, USA • Show on Map

Issue ID: 20171465
Submitted To: City of Portland
Category: Landlord/Tenant Issues
Viewed: 7 times
Neighborhood: Portland
Reported: on 10/08/2025

REPORTER
An anonymous
SeeClickFix user

DESCRIPTION

On Oct 2 around 7:30 a.m., the property manager knocked about a reported noise complaint. A brief verbal argument had already ended. Police came ~10 minutes later; no names provided; no citation; they left. Days later I received a written "lease violation" for "obnoxious behavior." Two weeks before, I sent a written maintenance complaint that received no written response; the manager called me instead. I'm requesting review for unsubstantiated violation and possible retaliation under Portland's tenant protections. I can provide the letter, my email, and a video showing PD took no identifying info.

also asked...

Q. Please provide a brief explanation of the issue.
A. Received an unjust lease-violation notice after a brief argument that ended peacefully; police came, took no names, and left — requesting city review for possible retaliation by management.

Share Share Post Share

NEARBY ISSUES

Crosswalk

Public Restrooms

Depression in Sidewalk



Needle Pickup

2 COMMENTS

Portland 311 (Verified Official)
Portland 311 assigned this issue to Housing Safety Division
10/08/2025 · Flag

CLOSED **Housing Safety Division** (Verified Official)

Inspection Issue ▸ Archived

183 Brackett St Portland, ME, 04102, USA · Show on Map

Issue ID: 20171686
Submitted To: City of Portland
Category: Inspection Issue
Viewed: 6 times
Neighborhood: Portland
Reported: on 10/08/2025

REPORTER
An anonymous
SeeClickFix user

DESCRIPTION

Maintenance entered my apartment and left debris and staining on the rug and surrounding area. The property manager said the rug would be replaced, but it never was, and I had to clean up the mess myself. I'm requesting a city inspection and follow-up to ensure proper cleanup and repair under landlord maintenance and habitability standards.

Share Share Post Share

NEARBY ISSUES

 Crosswalk

 Homeless Camp

 Homeless Camp

 Repair Street Light

3 COMMENTS

Portland 311 (Verified Official)
Portland 311 assigned this issue to Permitting and Inspections
10/08/2025 · Flag

Permitting and Inspections (Verified Official)
Permitting and Inspections assigned this issue to Housing Safety Division
10/09/2025 · Flag

CLOSED **Housing Safety Division** (Verified Official)
Thank you for your submission. A Code Case has been created in response to your complaint/concern. The case number is BLDG2509395. The status of the Code Case can be tracked in our Citizen Self Service (CSS)
https://selfservice.portlandmaine.gov/EnerGov_Prod/SelfService#/search portal by entering the



Lizeth Gallardo <liz.gaall@gmail.com>
to Ethan, Peter

Oct 8, 2025, 6:33 PM

Hi Ethan,

I'm writing to acknowledge receipt of the October 8th lease-violation notice regarding a reported noise issue.

I also need to address that this notice was copied to our guarantors. Under our lease, guarantors are responsible only for financial obligations; they are not parties to day-to-day tenancy or compliance matters. Including them on behavioral correspondence was unnecessary and inconsistent with both the lease's notice provision and Maine's tenant-information privacy statute (14 M.R.S. § 6030-E).

For accuracy and record keeping, please confirm receipt of this email and direct all further communications about Unit 208 only to the tenants of record myself (Lizeth) and Pete Silk, at this address. This will keep our file consistent with the lease and with Maine privacy requirements.

Warm regards,

Lizeth Gallardo Tenant #208

Ethan Shrestha <Ethan@redfernproperties.com> Oct 9, 2025, 9:47 PM

to me, Peter

Hi Liz,

Thank you for your note. The intent in including the guarantors was simply to ensure that all parties connected to the lease were informed of the notice, since they have financial obligations related to the lease.

I will take note of your preferences for communication to be primarily with you and Pete.

Best,

Ethan Shrestha | Property Manager
Nightingale & West End Place
144 State Street
Portland, ME 04101
o. 207.261.5310
p. 207.261.1360
LiveRedfern.com

Notice of Non-Renewal

Inbox ×

West End Place <WestEndPlace.Reply.RedfernProperties@aptleasing.info>
to petersilk21, me, ethan

Mon, Nov 17, 6:22 PM



Hello Pete and Liz,

I hope you're both well.

Attached is the **Notice of Non-Renewal** for your lease.

Please take a moment to review it, and feel free to reach out if you have any questions or need clarification on any part of it.

Best,
Ethan

Ethan Shrestha | Senior Property Manager
The Casco, 89 Anderson, & West End Place
201 Federal Street
Portland, ME 04101
o. 207.261.5310
p. 207.261.1048
LiveRedfern.com

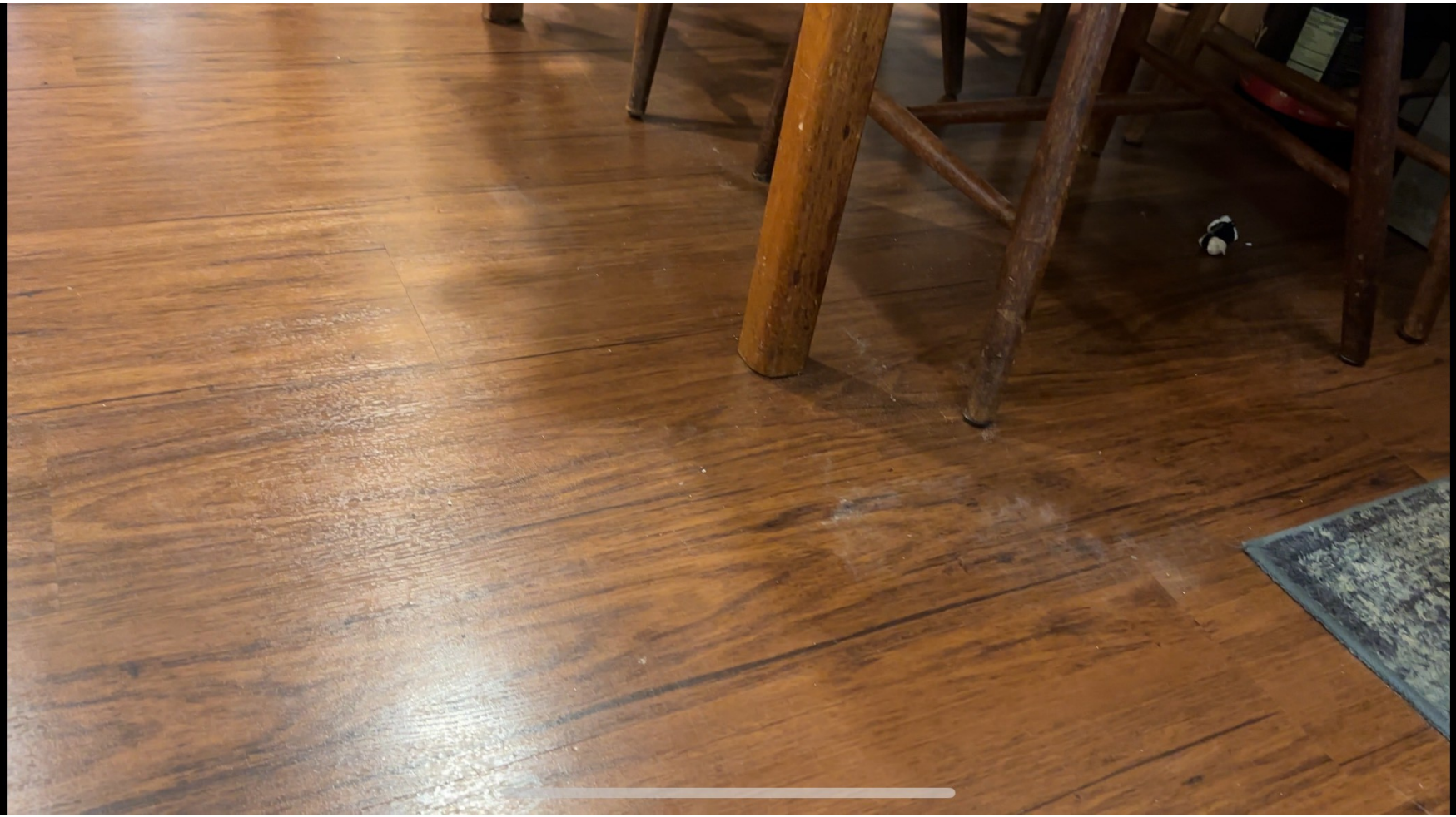






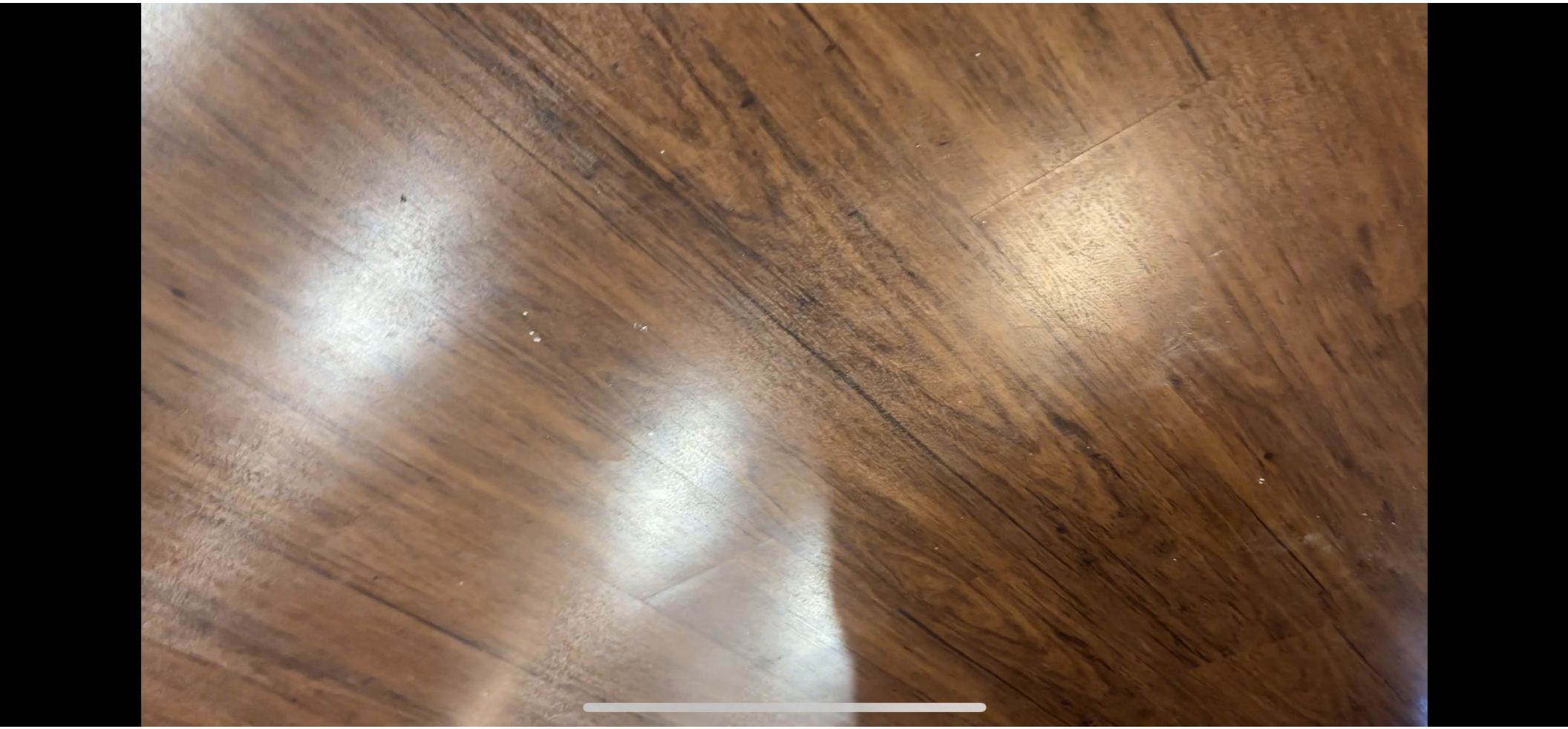












NINETY (90) DAY NOTICE OF NON-RENEWAL OF LEASE

Date: 11/17/2025

From: Redfern WEP, LLC

To: Lizeth Gallardo, Peterson Silk, and All Other Occupants
CC: Guarantor

Re: Property located at 183 Brackett St. Apt 208, Portland, ME 04102

This letter is notice to you that the current Lease/Rental Agreement for the above described premises will expire at midnight on March 3rd, 2026 and that this lease will not be renewed per Section 3 and 43 of your lease.

You are required by law to surrender the premises to Redfern Properties, LLC upon lease expiration no later than March 3rd, 2026. Please return the premises to the same condition as you found it upon move-in, normal wear and tear excepted. You are required to return all keys when vacating the premises no later than March 3rd, 2026.

You are hereby notified and advised that your Lease in the above captioned premises is hereby terminated at the expiration of March 3rd, 2026 and you are further notified that you are to vacate said premises by no later than March 3rd, 2026.

This Ninety (90) Day Notice of Termination and Notice to Quit does not relieve you from your obligation to pay the full amount of rent due and owing to the Landlord. If you do not pay said amounts to the Landlord in accordance with Maine law, the Landlord will take appropriate actions, including legal proceedings, to collect all amounts owed. You are not permitted to apply your security deposit being held by the Landlord to your last month's rent.

If a forcible entry and detainer eviction court action is commenced against you, you have the right to contest and defend this Notice the termination and eviction in court.

Signature:
Ethan Shrestha

Ethan Shrestha
Property Manager
Redfern Properties, LLC

Re: Property located at 183 Brackett St. APT 208, Portland, ME 04102

MAINE JUDICIAL BRANCH

RESIDENTIAL FORCIBLE ENTRY AND DETAINER (EVICTION)
INFORMATION SHEET AND MEDIATION REQUEST

You have been served with an eviction notice **OR** a court complaint and summons with your scheduled court date and time. Here is some important information that may help you.

PLEASE NOTE: If you do not go to court on the date your case is scheduled, you will likely lose your case and have to move out of your home.

HELP AND INFORMATION:

Legal Help – You might be able to get free help from a lawyer:

- Pine Tree Legal Assistance (PTLA) is free for low-income tenants.
  Hotline hours are Monday 12:00 – 2:30, Tuesday and Thursday 9:00 – 11:30. Call 207-774-8211.
- Legal Services for Maine Elders – is free for those 60 and older: Call 1-800-750-5353.

Information - Find out more!

- PTLA holds a free information session about the eviction process in Maine every Tuesdays at 9:00 am. Go to ptla.org/fed for phone or internet options to learn more about the eviction process in Maine.

NOTICE TO QUIT OR NOTICE TO TERMINATE

The "notice to quit" or "notice to terminate" is generally the first step a landlord must take to start an eviction case against you. Once the notice period ends, your landlord may file an eviction case (called a "forcible entry and detainer" case) against you by having a sheriff give you a summons and complaint that tells you when to come to court. It is important to get legal help. If you can't afford an attorney, you may call PTLA or Legal Services for the Elderly. Their phone numbers are above. You may be eligible for free legal help.

COURT HEARING DATE

- **Go to Court: If you have been given a court summons, you must attend your court hearing on the date listed on the summons.** The summons says when to go to court for your hearing, and if the hearing will be by video or phone, how to join. If you do **not** attend your hearing, you **may be evicted.**
- **Mediation: You can ask for mediation.** Mediation gives you the chance to settle your case. You can ask for mediation before the hearing date using the Request for Mediation Form (see next page). You can also ask for mediation at the court. Alternatively, the judge might order your case to mediation.
- **Hearing:** If your case does not settle in mediation, the judge will hold a hearing to listen to both sides and decide what will happen.

ADA Notice: The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation, contact the Court Access Coordinator, accessibility@courts.maine.gov, or a court clerk.
Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov

MAINE JUDICIAL BRANCH

MEDIATION

What is mediation?
In mediation, a neutral person approved by the court tries to help the parties come to an agreement. This person is called a mediator and is trained to help parties explore solutions without taking sides.

Options for agreement: Some options for agreement are: a payment plan for back rent to keep a tenant in the rented home, setting a move-out date, a plan for repairs, a reasonable accommodation for a disability, or some other solution that the tenant and landlord both agree to. Mediation is usually held in person but can be held remotely by video or phone.

Who will be there?
The mediator, **you**, your lawyer if you have one, the landlord and the landlord's lawyer if they have one. Others might also be present for support.

How to ask for mediation:
If you would like to mediate your case, send or bring the Request for Mediation form below to the court. You can also write a letter to the court. You can ask for mediation at court when you go on the hearing date.

Questions? Contact the court at the number listed on the summons.

REQUEST FOR MEDIATION

☐ I would like mediation in my case.

I am (*select one*) ☐ the defendant (tenant) ☐ the plaintiff (landlord).

My Name is (please print): _____

My cell phone number is: _____

My email address is: _____

The name of the other party listed on the summons and complaint is: _____

To the best of my knowledge, the other party's cell phone number is: _____

To the best of my knowledge, the other party's email address is: _____

The address of rental property is: _____

Date (*mm/dd/yyyy*): _____ ▶ _____
Signature

Personal information in this form will be used only for court purposes and will not be shared with the public.

ADA Notice: The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation, contact the Court Access Coordinator, accessibility@courts.maine.gov, or a court clerk.
Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

January 28,2026

Owner Name and Address

Justin Theberge

14 Dry Pond Rd

Gray, ME 04039

Agent Name and Address

N/A

Property Address

8 Massachusetts Ave, all 3 units

CBL

186-D-024-001

Tenants/Interested Parties

Yes

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 8 Massachusetts Ave

Parcel Numbers(s): 186-D-024-001

Year Property Purchased by Current Owner: 2015

Total Number of Units on the Property: 3

Total Number of Units Affected by Proposed Rent Increase: 3

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

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

I. Landlord Information

Name: Justin Theberge

Phone(s): 207-740-5653

Business Address: 14 Dry Pond Rd

City, State, Zip: Gray, ME, 04039

Business E-mail: justin.theberge5@gmail.com

II. Agent Information (if applicable)

Name: _____

Phone(s): _____

Business Address: _____

City, State, Zip: _____

Business E-mail: _____

III. Services

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

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

IV. Changes to Services

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

Landlord provides lawn care, snow removal, sanding and landscaping for no additional charge to the tenants as well as all maintenance within each unit.

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

No, change to the above services since the base year.

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

VII. Income Worksheet

	Base Year (2019)[1]	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	$ 46,200	$ 52,320
2. Portion Attributable to Vacancy	$ 0	$ 0
Fees (indicate what fee is for):		
3. Late fees	$ 0	$ 0
4. List fees, other than utilities, collected for services & amenities not included in rent	$	$
5. _____	$	$
6. _____	$	$
7. _____	$	$
Other Income (list separately by type)[2]:		
8. _____	$	$
9. _____	$	$
10. _____	$	$
Fees charged by landlord for Utilities		
11. Gas	$ 0	$ 0
12. Electricity	$ 0	$ 0
13. Water	$ 0	$ 0
14. Sewer	$ 0	$ 0
15. Garbage & Recycling	$ 0	$ 0
Other Utilities (list separately by type):		
16. _____	$	$
17. _____	$	$
18. TOTAL INCOME (add only lines 1 and 3-17)	**$** 46,200	**$** 52,320

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

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

VIII. Operating Expense Worksheet

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

	Base Year (2019)	Current Year (2024)
1. Assessments	$	$
2. Real Property Taxes	$ 7,012.74	$ 8,967.22
3. License Tax/Fee	$ 0	$ 186
4. Rent Board Registration Fees	$ 0	$ 142.50
5. Insurance	$ 1,419	$ 2,371
6. Accounting	$	$
7. Legal (explain types of legal expenses)	$	$
8. Manager /Management Services	$	$
9. Security	$	$
10. Office Supplies	$	$
12. Normal Repairs	$	$
13. Owner-Performed Labor	$	$
14. Plumbing Maintenance	$	$
15. Pool Maintenance	$	$
16. Landscape Maintenance/snow removal	$ 550	$ 600
17. Other Maintenance	$	$
18. Parking Lot/Street Maintenance	$	$
19. Gas (separately metered only)	$	$
20. Electricity (separately metered only)	$	$
21. Water	$ 1,424.47	$ 1,869.59
22. Sewer	$	$
23.Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	$	$ 3,954.85
24. Vandalism Repairs	$	$
25. Uninsured Damages	$	$
27. TOTAL OPERATING EXPENSES	**$** 10,406.21	**$** 18,091.16

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

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

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

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

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

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

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

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

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

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

XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

Total for Base Year [add amounts in column (d)]: $ 0

Annual Cost for Base Year [add amounts in column (i)]: $ 0

Completed Capital Improvement and Expense Worksheet (Current Year)

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

(a) Item #	(b) Brief Description	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
1	Roof	3	$ 16,000	8.5%	10	$ $7,805.25	$ $23,805.25	$ $2,380.53	$ $198.38	$ $66.13
2	Cabinets/Countertops	1	$ 5,286	8.5%	10	$ $2,578.66	$ $7,864.66	$ $786.47	$ $65.54	$ $65.54
3	Back Porch Doors	3	$ $5,295.27	8.5%	10	$ $2,583.18	$ $7,878.45	$ $787.85	$ $65.65	$ $21.88
			$	%		$	$	$	$	$
			$	%		$	$	$	$	$
			$	%		$	$	$	$	$

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

Total for Current Year [add amounts in column (d)]: $ 26,581.27

Annual Cost for Current Year [add amounts in column (i)]: $ 3,954.85

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

Good Afternoon,

As you can see from Sheet 18 Section XV there is a deficit of Fair Net Annual Operating Income of $8,605.59 annually or $239.04 monthly per unit. This is driven by a couple of reasons: A) Units 1 and 3 did not have any rent increases between 2015 and 2019 which means the 2019 Base did not factor any CPI. B) Capital improvements over the last couple of years that are being amortized but have not been factored into Rents.

Below is my Ask/Proposal. I have a strong relationship with my tenants and run a good quiet building. I try very hard to keep communication open and not disturb long term tenants.

Unit 1

These tenants have been in this unit for over 30 years. There rent was $1,050 in 2015 as well as in 2019 and only started increasing when rent control went into effect. Today they are at $1,400 as of April 2025 which is the Fair Market Rent for Portland, ME from 2019 according to the chart in this application. I plan to leave them at $1,400 for the foresee future but I am requesting $338.64 monthly in Banked Rent ($239.04 current year deficit + 99.60 (please refer to Excel Sheet labeled "Investments 2025 Completed" cell N11)) This way I have the ability over the next couple years to recover my capital investment.

Unit 2

This tenant has lived in the building since 2021. Their initial rent was $1,700 and they received their 1st rent increase ever in April 2025 bringing them up to $1,800. Currently there is $190.43 monthly in Banked Rent. Similar to Unit 1 I am not looking to increase the rent for this unit in the foreseeable future but I am requesting additional banked rent for the capital Investments already made. Today's Banked Rent is $190.43 + 239.04 for Current Year Capital Improvements + 99.60 for FY25 Capital Improvements the new Banked Rent would be $529.07 monthly.

Unit 3

This unit was at $1,100 in 2015 as well as in 2019 and only started seeing rent increases in 2021, so no CPI was factored into the Base Year. Tenant passed away in Feb 2025 and rent was $1,360, which is under the Fair Market Rent for Portland, ME from 2019. Unit was renovated in 2025 and I am seeking an adjusted rent of $2,200 for this unit. This was determined by (1,360 + 239.04 current year deficit (sheet 18) + 610.52 FY25 completed renovation amortization (please refer to Excel Investments 2025 Completed cell N13) = 2,200)

I think this is a very fair proposal, as it allows me the landlord to receive a fair rate of return based on the forms/calculations provided to me. It also does not impact Units 1 and 2 currently as those are longer term tenants. For unit 3 it allows a fair market return for an updated unit and had no impact on existing tenants.

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work
				Owner Performed Labor does not materially vary between years

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
				Owner Performed Labor does not materially vary between years

XIV. Planned Capital Improvements

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

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

(a) Item #	(b) Brief Description and Expected Date of Completion	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
1	New Windows April 2025	1	$ 7,236	8.5%	5	$ 1,671.46	$ 8,907.46	$ 1,781.49	$ 148.46	$ 148.46
2	New Sewer Line Jan 2025	3	$ 6,499.06	8.5%	10	$ 3,170.43	$ 9,669.49	$ 966.95	$ 80.58	$ 26.86
3	New Furance Sept 2025	3	$ 17,600	8.5%	10	$ 8,585.78	$ 26,185.78	$ 2,618.58	$ 218.21	$ 72.74
4	Cabinets/Bathroom/Flooring Aug 2025	1	$ 16,590.66	8.5%	10	$ 8,093.39	$ 24,684.05	$ 2,468.41	$ 205.70	$ 205.70
5	Appliances/ Painting/ Fans Aug 2025	1	$ 7,640.97	8.5%	5	$ 1,765	$ 9,405.97	$ 1,881.19	$ 156.77	$ 156.77

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

Proposed Capital Expenses [add amounts in column (d)]: $ 55,566.69

Annual Cost for Proposed Capital Expenses [add amounts in column (i)]: $ 9,716.62

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 46,200	$ 52,320
2. Annual Operating Expenses	$ 10,406.21	$ 18,091.16
3. Net Annual Operating Income	$ 35,793.79	$ 34,228.84
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year $\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$		19.67 %
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase $\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$		$ 42,834.43
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase $\text{Line 6} - \text{Line 3 Current Year}$		$ 8,605.59
8. Allowable Rent Increase/Unit/Month[3] $\text{Line 7} \div 12 \div \text{\# of Units}$		$ 239.04

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

XVI. Monthly Rent Worksheet

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

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
1	$1,400	$100	April 2025	7.1 %	%	$	Increased from 1,300 to 1,400
2	$1,800	$100	April 2025	5.5 %	%	$	1st Rent increase since 2021. $190.43 remaining in Banked Rent
3	$1,360	$		%	%	$	Tenant passed away in Feb 2025 - Unit underwent Renovation
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____

XVII. Proposed Adjustment Worksheet

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

Indicate method of allocation: Please refer to XII for Analysis of the below

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
1	$ 1,050	Unknown	$ 1,050	04/01/2025	$ 0	$ 1,400	$ 1,400
2	$ 1,700	07/01/2021	$ 1,700	04/01/2025	$ 0	$ 1,800	$ 1,800
3	$ 1,100	08/01/2025	$ 2,200	N/A	$ 849.56	$ 2,200	$ 2,200
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$

___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____

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

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

Check the factors below that are applicable to your claim.

A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:
    a. Extraordinary amounts were expended for necessary maintenance and repairs
    b. Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
    c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:
    a. The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
    b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
    c. The pattern of rent increases in the years prior to the base year were less than increases in the CPI.

C. Other exceptional circumstances: (specify)

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

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

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

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

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

Actual Gross Income for 2019: $ _____

Proposed Adjusted Gross Income for 2019: $ _____

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

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

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

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

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

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ _____	$ _____
2. Annual Operating Expenses	$ _____	$ _____
3. Net Annual Operating Income	$ _____	$ _____
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year

$$\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$$

_____ %

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase

$$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$$

$ _____

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase

$$\text{Line 6} - \text{Line 3 Current Year}$$

$ _____

8. Allowable Rent Increase/Unit/Month[6]

$$\text{Line 7} \div 12 \div \#\ \text{of Units}$$

$ _____

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

XXI. Other Claims

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

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

11/12/2025
License #: **20164741**
Code Case #: **RCC2500377**
Justin T Theberge /
14 DRY POND RD
GRAY, ME 04039

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 **8 MASSACHUSETTS AVE PORTLAND, ME** on **11/12/2025** 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 **12/12/2025**. 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 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

– – – –

Total Violations: 3

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION (S)	City Code 6-234(c)
CODE DESCRIPTION	At no time may a Landlord raise the rent of a Covered Unit by more than ten (10) percent. Any rent increases available to a Landlord in excess of ten (10) percent must be banked for later use.
COMMENTS	The owner has claimed a rent increase that exceeds 10% of the previous reported rent. Unit #3 rent increased on 7/1/2025 from $1,370.67 to $2,200, resulting in a 60.5% increase.
DEADLINE	12/12/2025

APPLICABLE CODE SECTION (S)	City Code 6-235.1
CODE DESCRIPTION	At no time shall any Landlord charge Rent on a Covered Unit that exceeds the Base Rent plus any accrued increases allowed under this Ordinance, and any Landlord who charges Rent on a Covered Unit that is greater than such amount is in violation of this Ordinance. This section shall not be construed to retroactively revoke any allowable increases accrued under previous versions of this Ordinance.
COMMENTS	Unit #1 rent increased on 1/1/2023, from $1,100.00 to $1,200, resulting in a 9.0% increase. The Allowable Increase Percentage for the year 2023 was 7.0%. The increase for Unit #1 applied a $50 "Pet Fee" to the rent increase per the Rent Increase Notice dated 9/23/2022. The four (4) allowable increases per Sec 6-234(b) of the City Code are the Allowable Increase Percentage, New Tenancy, Banked Rent, and Additional Rent Board Approved Increases. "Pet Fee" is not an allowable increase per the City Code. Unit #3 rent increased on 1/1/2023, from $1,158.42 to $1,250.0,4, resulting in a 7.9% increase. The Allowable Increase Percentage for the year 2023 was 7.0%. No Banked Rent was claimed in either the 9/5/2021 or 9/16/2022 Rent Increase Notices provided to the City.
DEADLINE	12/12/2025

APPLICABLE CODE SECTION (S)	Remedy - City Code Sec 6-234(f)

Justin T Theberge /
14 DRY POND RD
GRAY, ME 04039

CODE DESCRIPTION	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.
COMMENTS	Unit #1: The owner is ordered to reduce the rent to the last code-compliant amount of $1,100 and reimburse the tenant(s) any overcharge. Unit #3: The owner is ordered to reduce the rent to the last code-compliant amount of $1,158.45 and reimburse the tenant(s) any overcharge. Proof of resolution must be sent in writing. Resolution documents can be sent via USPS to 389 Congress Street, Room 302, Portland, ME 04101 or electronically via to rentcontrol@portlandmaine.gov
DEADLINE	12/12/2025

Justin T Theberge /
14 DRY POND RD
GRAY, ME 04039

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

January 28, 2026

Owner Name and Address

Theresa Chan

196 Danforth St

Portland, ME 04102

Agent Name and Address

Theresa Chan

196 Danforth St

Portland, ME 04102

Property Address

210 High St, all 6 units

CBL

036-F-013-001

Tenants/Interested Parties

Yes

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 210 High St

Parcel Numbers(s): 036 F013001

Year Property Purchased by Current Owner: 2018

Total Number of Units on the Property: 6

Total Number of Units Affected by Proposed Rent Increase: 6

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

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

I. Landlord Information

Name: Theresa Chan

Phone(s): 207-406-0344

Business Address: 196 Danforth St

City, State, Zip: Portland ME 04102

Business E-mail: theresa.b.chan@gmail.com

II. Agent Information (if applicable)

Name: Theresa Chan

Phone(s): 207-406-0344

Business Address: 196 Danforth St

City, State, Zip: Portland ME 04102

Business E-mail: theresa.b.chan@gmail.com

III. Services

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

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

IV. Changes to Services

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

Landlord provides small appliances, hot water, sewage, and parking without additional charge. The landlord does not pass these costs on to the tenants. There is shared laundry in the building that the tenants pay to use.

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

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

VII. Income Worksheet

	Base Year (2019)[1]	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	$ 90,540	$ 104280
2. Portion Attributable to Vacancy	$ 0	$ 0
Fees (indicate what fee is for):		
3. Late fees	$ 0	$ 0
4. List fees, other than utilities, collected for services & amenities not included in rent	$ 0	$ 0
5. _____	$ 0	$
6. _____	$ 0	$ 0
7. _____	$ 0	$ 0
Other Income (list separately by type)[2]:		
8. _____	$ 0	$ 0
9. _____	$ 0	$ 0
10. _____	$ 0	$ 0
Fees charged by landlord for Utilities		
11. Gas	$ 0	$ 0
12. Electricity	$ 0	$ 0
13. Water	$ 0	$ 0
14. Sewer	$ 0	$ 0
15. Garbage & Recycling	$ 0	$ 0
Other Utilities (list separately by type):		
16. _____	$ 0	$ 0
17. _____	$ 0	$ 0
18. TOTAL INCOME (add only lines 1 and 3-17)	**$** 90,540	**$** 104280

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

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

VIII. Operating Expense Worksheet

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

	Base Year (2019)	Current Year (2024)
1. Assessments	$ 0	$ 0
2. Real Property Taxes	$ 7,991.64	$ 14,933.57
3. License Tax/Fee	$ 0	$ 0
4. Rent Board Registration Fees	$ 300.00	$ 300.00
5. Insurance	$ 2,679.00	$ 9,513.08
6. Accounting	$ 400.00	$ 800.00
7. Legal (explain types of legal expenses)	$ 0	$ 770.00
8. Manager /Management Services	$ 0	$ 500.00
9. Security	$ 0	$ 180.00
10. Office Supplies	$ 50.00	$ 80.00
12. Normal Repairs	$ 800.00	$ 2,000.00
13. Owner-Performed Labor	$ 0	$ 0
14. Plumbing Maintenance	$ 300.00	$ 2,500.00
15. Pool Maintenance	$ 0	$ 0
16. Landscape Maintenance/snow removal	$ 1,100.00	$ 3,500.00
17. Other Maintenance	$ 200.00	$ 450.00
18. Parking Lot/Street Maintenance	$ 300.00	$ 700.00
19. Gas (separately metered only)	$ 1,981.69	$ 3,650.00
20. Electricity (separately metered only)	$ 1,320.00	$ 2,533.43
21. Water	$ 1,460.00	$ 4,153.38
22. Sewer	$ 453.60	$ 460.00
23.Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	$	$
24. Vandalism Repairs	$ 0	$ 0
25. Uninsured Damages	$ 0	$ 0
27. TOTAL OPERATING EXPENSES	**$** 19,385.93	**$** 47,073.46

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

	Years
Appliances	
Air Conditioners*	10
Refrigerator*	5
Stove*	5
Garbage Disposal	5
Water Heater*	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Basic Items	
Fans*	5
Cabinets*	10
Carpentry	10
Counters*	10
Doors*	10
Knobs	5
Screen Doors	5
Fencing and Security*	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair*	10
Foundation Replacement*	20
Foundation Bolting*	20
Iron or Steel Work	20
Masonry-Chimney Repair*	20
Shear Wall Installation*	10
Electrical Wiring*	10
Elevator*	20
Fencing	
Chain	10
Block	10
Wood	10

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

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

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

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

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

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

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

XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

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

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

Completed Capital Improvement and Expense Worksheet (Current Year)

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

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

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

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

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

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

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work

XIV. Planned Capital Improvements

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

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

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

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

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

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

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 90,540	$ 104,280
2. Annual Operating Expenses	$ 19,385.93	$ 47,073.46
3. Net Annual Operating Income	$ 71,154.07	$ 57,206.54
4. CPI [Annual Average CPI]	281.082	336.376
5. Percent Annual Increase in CPI Base Year to Current Year $\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$		19.67 %
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase $\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$		$ 71,294.03
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase $\text{Line 6} - \text{Line 3 Current Year}$		$ 14,087.49
8. Allowable Rent Increase/Unit/Month[3] $\text{Line 7} \div 12 \div \#\text{ of Units}$		$ 195.66

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

XVI. Monthly Rent Worksheet

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

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
1	$1045	$0		%	%	$	
2	$1500	$0		%	%	$	
3	$1375	$0		%	%	$	
4	$1750	$0		%	%	$	
5	$1600	$0		%	%	$	
6	$1420	$0		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____

XVII. Proposed Adjustment Worksheet

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

Indicate method of allocation: _____

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
1	$ 875	11/01/2018	$ 875	02/01/2023	$ 1045	$ 1045	$ 1,300
2	$ 1500	11/01/2018	$ 1500	N/A	$ 1500	$ 1500	$ 2,500
3	$ 1150	06/01/2018	$ 1150	02/01/2023	$ 1375	$ 1375	$ 1,700
4	$ 1270	10/01/2018	$ 1270	10/01/2023	$ 1600	$ 1600	$ 1,900
5	$ 1400	02/01/2019	$ 1400	02/01/2023	$ 1750	$ 1750	$ 2,100
6	$ 1275	06/01/2018	$ 1275	12/1/2022	$ 1420	$ 1420	$ 1,800
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$

___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____

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

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

Check the factors below that are applicable to your claim.

A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:
    a. Extraordinary amounts were expended for necessary maintenance and repairs
    b. Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
    c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:
    a. The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
    b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
    c. The pattern of rent increases in the years prior to the base year were less than increases in the CPI.

C. Other exceptional circumstances: (specify)

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

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

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

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

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

Actual Gross Income for 2019: $ _____

Proposed Adjusted Gross Income for 2019: $ _____

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

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

	Base Year (2019)	Current Year (2024)
Rental Income		
1. Adjusted Gross Income (with Adjusted Base Year as proposed in Section XIX)	$ _____	$ _____
2. Portion Attributable to Vacancy	$ 0	$ 0
Fees (indicate what fee is for):		
3. Late fees	$ 0	$ 0
4. List fees, other than utilities, collected for services & amenities not included in rent	$ 0	$ 0
5. _____	$ 0	$ 0
6. _____	$ 0	$ 0
7. _____	$ 0	$ 0
Other Income (list separately by type)[5]:		
8. _____	$ 0	$ 0
9. _____	$ 0	$ 0
10. _____	$ 0	$ 0
Fees charged by landlord for Utilities		
11. Gas	$ 0	$ 0
12. Electricity	$ 0	$ 0
13. Water	$ 0	$ 0
14. Sewer	$ 0	$ 0
15. Garbage & Recycling	$ 0	$ 0
Other Utilities (list separately by type):		
16. _____	$ 0	$ 0
17. _____	$ 0	$ 0
18. TOTAL INCOME (add only lines 1 and 3-17)	**$** _____	**$** _____

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

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

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ _____	$ _____
2. Annual Operating Expenses	$ _____	$ _____
3. Net Annual Operating Income	$ _____	$ _____
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year

$$\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$$

_____ %

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase

$$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$$

$ _____

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase

$$\text{Line 6} - \text{Line 3 Current Year}$$

$ _____

8. Allowable Rent Increase/Unit/Month[6]

$$\text{Line 7} \div 12 \div \#\ \text{of Units}$$

$ _____

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

XXI. Other Claims

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

XXII. Current Tenant Information Continued

Tenant: Ellise Johnson, Unit 5
Address: 208 High St, Apt 5

Tenant: Timothy Kimpton, Unit 6
Address: 208 High St, Apt 6

Back

Invoice Number: INV-00110020

Invoice Total: $300.00

Status: Paid In Full **Invoice Date:** 12/10/2024 **Due Date:** 01/09/2025

Description: NONE

Primary Fees | Misc Fees | Payments | Attachments | Contacts

Primary Fees

Sort: Fee Name

Fee Name	Fee Total	Amount Due	Case Number	Case Type	Notes
Long Term Rental Registration Fee	$300.00	$0.00	LTR-000278-2018	Business License	

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

Braishfield Associates, a Division of Hull & Co, LLC
5750 Major Blvd Ste 200
Orlando, FL 32819
(888)335-6616
Managing General Agent ◻ Wholesale Insurance Brokers

DATE: 10/01/2024
TO: William Flagg
William Flagg Agency LLC - Westbrook
630 Main St
Ste 100
Westbrook, ME 04092
Agency Fax:

Agency Code: 155516

FROM: Megan Seeley

mseeley@braishfield.com

RE: 208-210 High St
Renewal of Policy #: NEW

Premium

Policy Term: 09/30/2024 12:01 AM - 09/30/2025 12:01 AM **Quote Exp Date:** 10/31/2024 12:01 AM

Premium:	$8,586.00
Inspection Fee	$375.00
Policy Fee	$275.00
ME SL Tax(3%)	$277.08
Total:	**$9,513.08**

Minimum Earned Percent: 25.00 % **Minimum Earned Premium:** $ 2,146.50
Policy Fees and Inspection Fees are fully earned
Braishfield Associates, a Division of Hull & Co, LLC is responsible for collecting and filing the Surplus Lines taxes.
Policy Type: Occurrence

Carrier(s): Evanston Insurance Company (Non-Admitted)

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)
Please note a $10,000 Water Damage Sublimit has been applied due to guidelines.

Home will be inspected after binding. Coverage A and B subject to 100% Replacement Cost as determined by inspection of home.

The carrier's Minimum Acceptable Replacement Cost Value is $150,000. If the inspection determines that the Replacement Cost is not within this range, the policy is subject to cancellation. (Maximum TIV $5,000,000 / Coverage B/C/D).

Coverage quoted may not be the same as requested. Please review the attached carefully & advise of any changes/corrections needed.

No non-standard construction and no EIFS construction prior to 1998.

No lead, galvanized, steel, iron or polybutylene plumbing.

O'Donnell Bookkeeping

Peggy O'Donnell
157 Brackett Road
Brunswick, ME 04011

Date	Invoice #
9/30/2024	1128

Bill To
Theresa Chan 208-210 High St Portland, ME 04101-3308

E-mail	Terms
pdod@gwi.net	Due on receipt

Description	Qty	Rate	Amount
August & September enter bank activity and reconciling bank statements in order to file tax return	44.25	40.00	1,770.00

Total	$1,770.00
Payments/Credits	$0.00
Balance Due	$1,770.00

207 Landscaping/Tree Service, LLC
166 Narragansett St
Gorham, ME 04038 US
+1 2072222932
maria.w@207landscaping.com
www.207landscaping.com

ADDRESS
theresa
208-210 high st
portland, maine 04103

DATE 09/26/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
09/26/2024	Snow and Ice Management	snowblowing and shoveling all doors and walk ways 208/210 high st portland maine	2,500.00
09/26/2024	Snow and Ice Management	snowblowing shoveling 196 danforth st portland maine	2,000.00
09/26/2024	Snow and Ice Management	22 sherman st portland 1 plowing and shoveling	2,000.00
09/26/2024	207 PAYMENT SCHEDULED	NO PAYMENT WITHIN 30 DAYS NO SERVICE CONTRACT TERMINATED BALANCE WITH INTEREST WILL BE SEND TO COLLECTIONS. flat rates of 5 months 1. 196 danforth st nov 400 dec 400 jan 400 feb 400 march 400 2. 208/210 high st nov 500 dec 500 jan 500 feb 500 march 500 3. 22 sherman st nov 400 dec 400 jan 400 feb 400	0.00



You paid **Oscar Castillo** - $1,180.00

May 13, 2024

400 spring clean up Jan, March, May cleaning 3x$260



You paid **Oscar Castillo** - $450.00

Sep 30, 2024

High St summer landscaping and power line clean

CENTRAL MAINE POWER

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$178.92**	**01/25/2024**

Invoice Number
706001961531

Your Account Summary

Prior Balance	**$464.45**
Payments received through 12/29/2023 - Thank you	-$464.45
Balance Forward	**$0.00**
CMP Delivery	**+$74.31**
Non-CMP Supplier Standard Offer	**+$104.61**
Please pay by 01/25/2024	**$178.92**

Your Messages

The average residential **CMP Delivery** amount includes about $8 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Home Energy Assistance Program, Maine's Homeowner Assistance Fund, our Arrearage Management Program or our Electricity Lifeline Program. For more information, please visit cmpco.com/HelpWithBill, call us at 800.750.4000, or contact your local Community Action Agency.

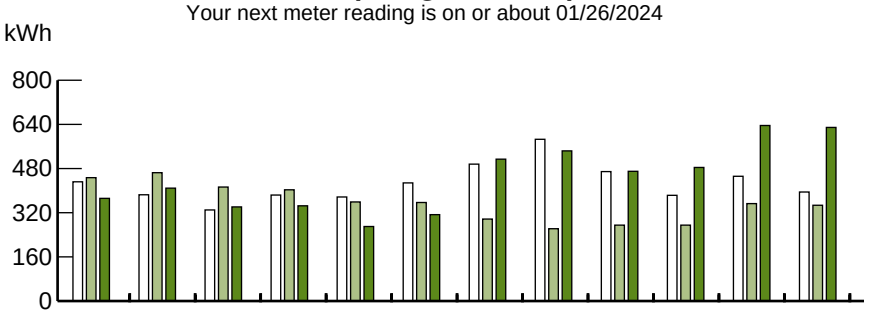
Make time to play with AutoPay! Your electricity bill will be paid on time, every time. AutoPay is safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

When you enroll in Usage Alerts, you receive weekly updates about your electricity use -- powered by your smart meter. You can choose to receive usage updates, usage amount exceeded, and usage change alerts. Go to cmpco.com/alerts to learn more.

Manage your account anytime, anywhere with our FREE Mobile App. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 01/26/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12
2021	14	13	12	12	13	15	15	20	14	13	14	14

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
01/25/2024
Amount Due
$178.92
Amount Paid

Please do not write below this line.

1001252400300107923790000017892

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$197.77**
Payments received - Thank you			-$197.77
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (11/30/2023 - 12/28/2023)			
Delivery Service:	629 KWH		
	Up to 50 KWH	@$21.91	+$21.91
	579 KWH	@$0.090499	+$52.40
Total Current Delivery Charges			**$74.31**
Central Maine Power Account Balance			**$74.31**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	12/28/2023	54,865	11/29/2023	54,236	29	629

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit cmpco.com or call us at 800.750.4000. To see how your Delivery Charges are impacted by Maine public policy, visit cmpco.com/PublicPolicyCosts.

What's a kilowatt-hour?
Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

Payment Arrangements
If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

Maine Public Utilities Commission (MPUC)
The MPUC's Consumer Assistance and Safety Division (CASD) investigates and resolves complaints, educates the public and ensures utilities remain in compliance with State statutes and Commission rules. To contact the CASD, call **800.452.4699** or visit **maine.gov/mpuc.**

Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$266.68**
Payments received - Thank you			-$266.68
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (11/30/2023 - 12/28/2023)			
Energy Charge	629 KWH	@$0.166310	+$104.61
Total New Supplier Charges			**$104.61**
Standard Offer Supplier Account Balance			**$104.61**

Supplier Information

CMP does not generate or supply electricity. We deliver your electricity. Your Standard Offer electricity is supplied by NextEra Energy Marketing LLC (33%) and New Brunswick Power Marketing (67%). Standard Offer is the default if you have not chosen an electricity supplier.

CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.166310.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

CENTRAL MAINE POWER

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$350.40**	**02/26/2024**

Invoice Number
709001962200

Your Messages

The average residential **CMP Delivery** amount includes about $8 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

On January 1, 2024, the CMP delivery price and the non-CMP Standard Offer Supply price decreased for residential customers. Please visit cmpco.com/Pricing for all rate class pricing.

If you need help paying your bill, you may be eligible for funds through the Home Energy Assistance Program, our Arrearage Management Program or our Electricity Lifeline Program. For more information, please visit cmpco.com/HelpWithBill, call us at 800.750.4000, or contact your local Community Action Agency.

Put your bill on autopilot with AutoPay and your electricity bill will be paid on time, every time. It's safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

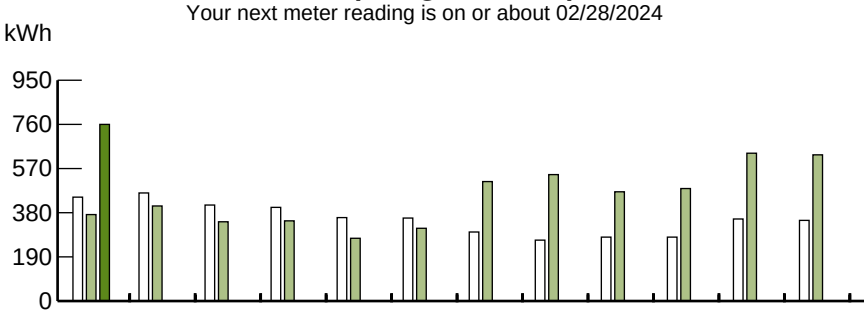
Receive alerts and updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Your Account Summary

Prior Balance	**$178.92**
Payments received through 01/29/2024	$0.00
Balance Forward	**$178.92**
Other Charges	**+$1.70**
CMP Delivery	**+$82.85**
Non-CMP Supplier Standard Offer	**+$86.93**
Please pay by 02/26/2024	**$350.40**

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 02/28/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	0	0	0	0	0	0	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
02/26/2024
Amount Due
$350.40
Amount Paid

Please do not write below this line.

10022624003001079237900035040

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery		**$74.31**
Payments received		$0.00
Balance Forward		**$74.31**
Delivery Charges		
Delivery Charges: Residential (12/29/2023 - 12/31/2023)		
Delivery Service:		
	Up to 5 KWH	+$2.27
	73 KWH	+$6.61
Delivery Charges: Residential (01/01/2024 - 01/26/2024)		
Delivery Service:		
	Up to 45 KWH	+$19.32
	637 KWH	+$54.60
Maine Sales Tax		+$0.05
Total Current Delivery Charges		**$82.85**
Other Charges		
Late Payment Charge		+$0.71
Total Other Charges		**$0.71**
Central Maine Power Account Balance		**$157.87**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	01/26/2024	55,625	12/28/2023	54,865	29	760

Mail Address Changes

☐ Please “X” for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an “X” in the box, and sign and date below:

Signed _____ Date: _____

Pay my bill (check one): _____ when my bill arrives

_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

(Example: Circle “15” to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit cmpco.com or call us at 800.750.4000. To see how your Delivery Charges are impacted by Maine public policy, visit cmpco.com/PublicPolicyCosts.

What's a kilowatt-hour?
Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

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To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

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You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$104.61**
Payments received			$0.00
Balance Forward			**$104.61**
New Supplier Charges			
Residential Service : (12/29/2023 - 01/26/2024)			
Residential Service : (12/29/2023 - 12/31/2023)			
Energy Charge	78 KWH	@$0.166310	+$12.97
Residential Service : (01/01/2024 - 01/26/2024)			
Energy Charge	682 KWH	@$0.108363	+$73.90
Maine Sales Tax			+$0.06
Total New Supplier Charges			**$86.93**
Other Charges			
Late Payment Charge			+$0.99
Total Other Charges			**$0.99**
Standard Offer Supplier Account Balance			**$192.53**

Supplier Information

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Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. January 1, 2024, the Standard Offer electricity supply rate is going down from $0.166310 per kWh to $0.108363 per kWh.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

CENTRAL MAINE POWER

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$159.52**	**03/27/2024**
Invoice Number 708002001447			

Your Account Summary

Prior Balance	**$350.40**
Payments received through 02/29/2024 - Thank you	-$350.40
Balance Forward	**$0.00**
CMP Delivery	**+$80.09**
Non-CMP Supplier Standard Offer	***+$79.43***
Please pay by 03/27/2024	**$159.52**

Your Messages

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On January 1, 2024, the CMP delivery price and the non-CMP Standard Offer Supply price decreased for residential customers. Please visit cmpco.com/Pricing for all rate class pricing.

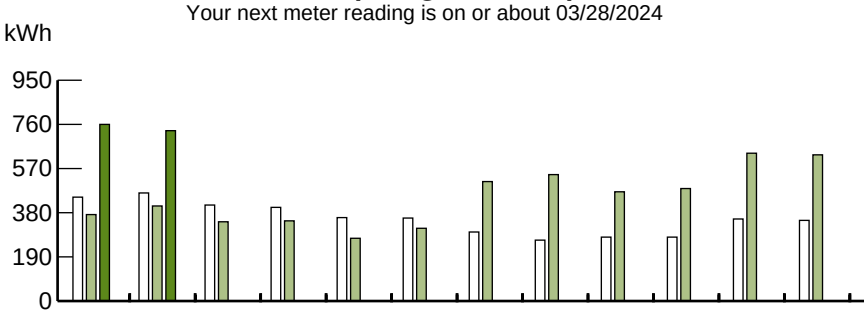
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Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 03/28/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	0	0	0	0	0	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

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Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
03/27/2024
Amount Due
$159.52
Amount Paid

Please do not write below this line.

1003272400300107923790000015952

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$157.87**
Payments received - Thank you			-$157.87
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (01/27/2024 - 02/28/2024)			
Delivery Service:	733 KWH		
	Up to 50 KWH	@$21.55	+$21.55
	683 KWH	@$0.085717	+$58.54
Total Current Delivery Charges			**$80.09**
Central Maine Power Account Balance			**$80.09**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	02/28/2024	56,358	01/26/2024	55,625	33	733

Customer Information for Your Delivery Service

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_____

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_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
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2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$192.53**
Payments received - Thank you			-$192.53
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (01/27/2024 - 02/28/2024)			
Energy Charge	733 KWH	@$0.108363	+$79.43
Total New Supplier Charges			**$79.43**
Standard Offer Supplier Account Balance			**$79.43**

Supplier Information

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Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$283.68**	**04/25/2024**

Invoice Number
707002029818

Your Account Summary

Prior Balance	**$159.52**
Payments received through 03/29/2024	$0.00
Balance Forward	**$159.52**
Other Charges	**+$1.51**
CMP Delivery	**+$63.81**
Non-CMP Supplier Standard Offer	**+$58.84**
Please pay by 04/25/2024	**$283.68**

Your Messages

The average residential **CMP Delivery** amount includes about $8 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Home Energy Assistance Program, the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

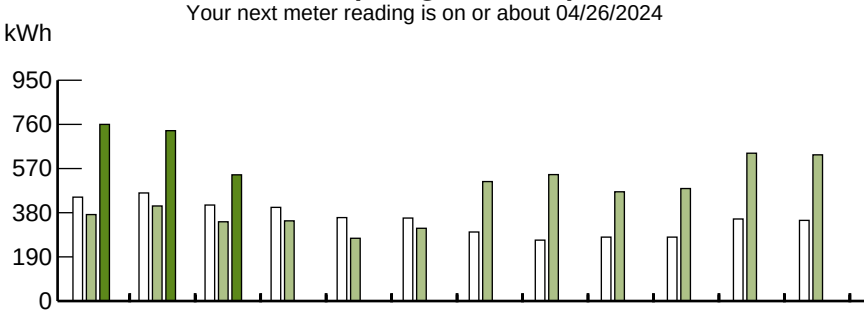
Put your bill on autopilot with AutoPay and your electricity bill will be paid on time, every time. It's safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 04/26/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	0	0	0	0	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
04/25/2024
Amount Due
$283.68
Amount Paid

Please do not write below this line.

1004252400300107923790000028368

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$80.09**
Payments received			$0.00
Balance Forward			**$80.09**
Delivery Charges			
Delivery Charges: Residential (02/29/2024 - 03/28/2024)			
Delivery Service:	543 KWH		
	Up to 50 KWH	@$21.55	+$21.55
	493 KWH	@$0.085717	+$42.26
Total Current Delivery Charges			**$63.81**
Other Charges			
Late Payment Charge			+$0.76
Total Other Charges			**$0.76**
Central Maine Power Account Balance			**$144.66**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	03/28/2024	56,901	02/28/2024	56,358	29	543

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit cmpco.com or call us at 800.750.4000. To see how your Delivery Charges are impacted by Maine public policy, visit cmpco.com/PublicPolicyCosts.

What's a kilowatt-hour?
Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

Payment Arrangements
If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

Maine Public Utilities Commission (MPUC)
The MPUC's Consumer Assistance and Safety Division (CASD) investigates and resolves complaints, educates the public and ensures utilities remain in compliance with State statutes and Commission rules. To contact the CASD, call **800.452.4699** or visit **maine.gov/mpuc.**

Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$79.43**
Payments received			$0.00
Balance Forward			**$79.43**
New Supplier Charges			
Residential Service : (02/29/2024 - 03/28/2024)			
Energy Charge	543 KWH	@$0.108363	+$58.84
Total New Supplier Charges			**$58.84**
Other Charges			
Late Payment Charge			+$0.75
Total Other Charges			**$0.75**
Standard Offer Supplier Account Balance			**$139.02**

Supplier Information

CMP does not generate or supply electricity. We deliver your electricity. Your Standard Offer electricity is supplied by Constellation Energy (25%) and NextEra Energy Marketing LLC (75%). Standard Offer is the default if you have not chosen an electricity supplier.

CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.108363.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

CENTRAL MAINE POWER

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**-$194.80**	

Invoice Number
703002089471

Your Account Summary

Prior Balance	**$283.68**
Payments received through 04/29/2024 - Thank you	-$567.36
Balance Forward	**-$283.68**
CMP Delivery	**+$48.89**
Non-CMP Supplier Standard Offer	**+$39.99**
No Payment Due	**-$194.80**

Your Messages

The average residential **CMP Delivery** amount includes about $8 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Home Energy Assistance Program, the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

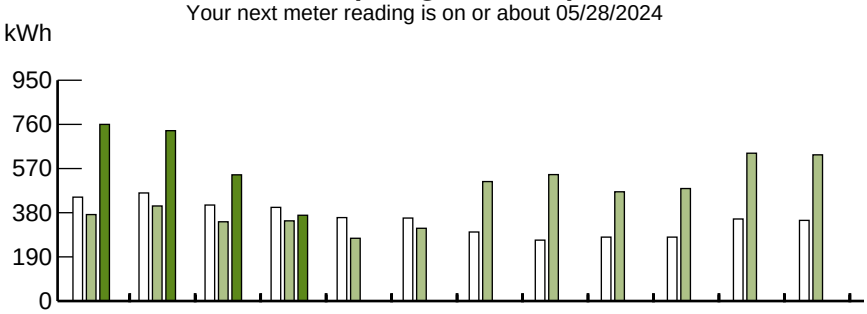
Put your bill on autopilot with AutoPay and your electricity bill will be paid on time, every time. It's safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 05/28/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	0	0	0	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
Amount Due
$0.00
Amount Paid

Please do not write below this line.

1005282400300107923790000000000

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$144.66**
Payments received - Thank you			-$428.34
Balance Forward			**-$283.68**
Adjustments			
Apply credit available			+$39.99
Total Adjustments			**$39.99**
Delivery Charges			
Delivery Charges: Residential (03/29/2024 - 04/26/2024)			
Delivery Service:	369 KWH		
	Up to 50 KWH	@$21.55	+$21.55
	319 KWH	@$0.085717	+$27.34
Total Current Delivery Charges			**$48.89**
Central Maine Power Account Balance			**-$194.80**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	04/26/2024	57,270	03/28/2024	56,901	29	369

Customer Information for Your Delivery Service

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What's a kilowatt-hour?
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Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

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If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

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Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$139.02**
Payments received - Thank you			-$139.02
Balance Forward			**$0.00**
Adjustments			
Reduce credit available			-$39.99
Total Adjustments			**-$39.99**
New Supplier Charges			
Residential Service : (03/29/2024 - 04/26/2024)			
Energy Charge	369 KWH	@$0.108363	+$39.99
Total New Supplier Charges			**$39.99**
Standard Offer Supplier Account Balance			**$0.00**

Supplier Information

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Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.108363.

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CENTRAL MAINE POWER

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$121.92**	**07/25/2024**
Invoice Number 706002120842			

Your Account Summary

Prior Balance	**-$36.05**
Payments received through 06/28/2024	$0.00
Balance Forward	**-$36.05**
CMP Delivery	**+$79.41**
Non-CMP Supplier Standard Offer	**+$78.56**
Please pay by 07/25/2024	**$121.92**

Your Messages

The average residential **CMP Delivery** amount includes about $8 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

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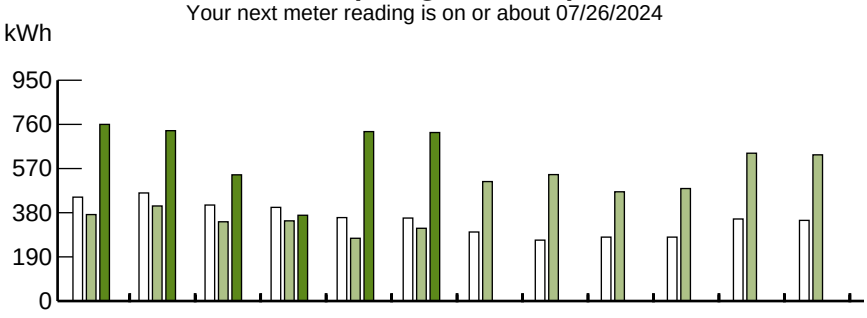
Price change associated with annual compliance and stranded costs is anticipated on July 1, 2024, pending MPUC approval.

Put your bill on autopilot with AutoPay and your electricity bill will be paid on time, every time. It's safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 07/26/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	0	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

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Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

Account Number
3001-0792-379
Date Due
07/25/2024
Amount Due
$121.92
Amount Paid

Please do not write below this line.

1007252400300107923790000012192

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**-$36.05**
Payments received			$0.00
Balance Forward			**-$36.05**
Delivery Charges			
Delivery Charges: Residential (05/29/2024 - 06/27/2024)			
Delivery Service:	725 KWH		
	Up to 50 KWH	@$21.55	+$21.55
	675 KWH	@$0.085717	+$57.86
Total Current Delivery Charges			**$79.41**
Central Maine Power Account Balance			**$43.36**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	06/27/2024	58,724	05/28/2024	57,999	30	725

Customer Information for Your Delivery Service

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_____

_____

_____

_____

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Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$0.00**
Payments received			$0.00
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (05/29/2024 - 06/27/2024)			
Energy Charge	725 KWH	@$0.108363	+$78.56
Total New Supplier Charges			**$78.56**
Standard Offer Supplier Account Balance			**$78.56**

Supplier Information

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Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$189.57**	**08/26/2024**

Invoice Number
708002134933

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Your Account Summary

Prior Balance	**$121.92**
Payments received through 07/29/2024 - Thank you	-$121.92
Balance Forward	**$0.00**
CMP Delivery	**+$105.25**
Non-CMP Supplier Standard Offer	**+$84.32**
Please pay by 08/26/2024	**$189.57**

Your Messages

The average residential **CMP Delivery** amount includes about $15.11 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

Rates changed July 1, 2024. Visit our website for more information at cmpco.com/Pricing.

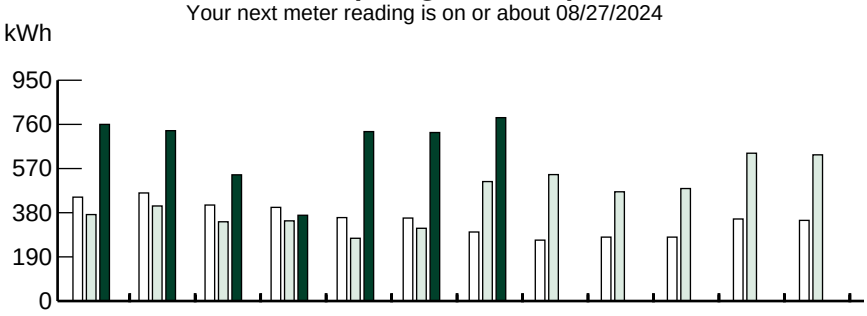
When you sign up for AutoPay, you choose how many days before the due date you'd like your payment automatically deducted from your bank account each month. It's safe, secure and convenient. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. Go to cmpco.com/Alerts to learn more.

Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 08/27/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	0	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

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Account Number
3001-0792-379
Date Due
08/26/2024
Amount Due
$189.57
Amount Paid

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Please do not write below this line.

1008262400300107923790000018957

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery		**$43.36**
Payments received - Thank you		-$43.36
Balance Forward		**$0.00**
Delivery Charges		
Delivery Charges: Residential (06/28/2024 - 06/30/2024)		
Delivery Service:		
	Up to 5 KWH	+$2.23
	76 KWH	+$6.52
Delivery Charges: Residential (07/01/2024 - 07/26/2024)		
Delivery Service:		
	Up to 45 KWH	+$23.44
	663 KWH	+$72.83
Maine Sales Tax		+$0.23
Total Current Delivery Charges		**$105.25**
Central Maine Power Account Balance		**$105.25**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	07/26/2024	59,513	06/27/2024	58,724	29	789

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit cmpco.com or call us at 800.750.4000. To see how your Delivery Charges are impacted by Maine public policy, visit cmpco.com/PublicPolicyCosts.

What's a kilowatt-hour?
Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

Payment Arrangements
If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

Maine Public Utilities Commission (MPUC)
The MPUC's Consumer Assistance and Safety Division (CASD) investigates and resolves complaints, educates the public and ensures utilities remain in compliance with State statutes and Commission rules. To contact the CASD, call **800.452.4699** or visit **maine.gov/mpuc.**

Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$78.56**
Payments received - Thank you			-$78.56
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (06/28/2024 - 07/26/2024)			
Residential Service : (06/28/2024 - 06/30/2024)			
Energy Charge	81 KWH	@$0.108363	+$8.78
Residential Service : (07/01/2024 - 07/26/2024)			
Energy Charge	708 KWH	@$0.106363	+$75.31
Maine Sales Tax			+$0.23
Total New Supplier Charges			**$84.32**
Standard Offer Supplier Account Balance			**$84.32**

Supplier Information

CMP does not generate or supply electricity. We deliver your electricity. Your Standard Offer electricity is supplied by Constellation Energy (25%) and NextEra Energy Marketing LLC (75%). Standard Offer is the default if you have not chosen an electricity supplier.

CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. July 1, 2024, the Standard Offer electricity supply rate decreased from 0.108363 cents per kWh to 0.106363 cents per kWh.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

Central Maine Power
An Avangrid company

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$177.28**	**09/24/2024**

Invoice Number
708002161895

Your Account Summary

Prior Balance	**$189.57**
Payments received through 08/28/2024 - Thank you	-$189.57
Balance Forward	**$0.00**
CMP Delivery	**+$100.17**
Non-CMP Supplier Standard Offer	**+$77.11**
Please pay by 09/24/2024	**$177.28**

Your Messages

The average residential **CMP Delivery** amount includes about $15 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

Rates changed August 1, 2024. Visit our website for more information at cmpco.com/Pricing.

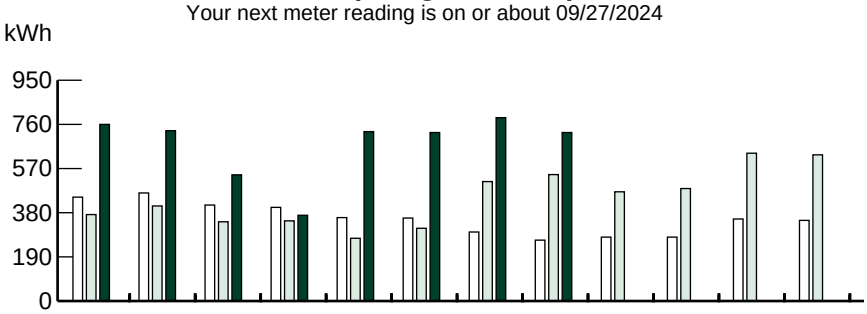
When you sign up for AutoPay, you choose how many days before the due date you'd like your payment automatically deducted from your bank account each month. It's safe, secure and convenient. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. Go to cmpco.com/Alerts to learn more.

Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 09/27/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	0	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
09/24/2024
Amount Due
$177.28
Amount Paid

Please do not write below this line.

1009242400300107923790000017728

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery		**$105.25**
Payments received - Thank you		-$105.25
Balance Forward		**$0.00**
Delivery Charges		
Delivery Charges: Residential (07/27/2024 - 07/31/2024)		
Delivery Service:		
	Up to 8 KWH	+$4.08
	105 KWH	+$11.53
Delivery Charges: Residential (08/01/2024 - 08/27/2024)		
Delivery Service:		
	Up to 42 KWH	+$22.44
	570 KWH	+$62.12
Total Current Delivery Charges		**$100.17**
Central Maine Power Account Balance		**$100.17**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	08/27/2024	60,238	07/26/2024	59,513	32	725

Customer Information for Your Delivery Service

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Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

Payment Arrangements
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Maine Public Utilities Commission (MPUC)
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Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

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Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$84.32**
Payments received - Thank you			-$84.32
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (07/27/2024 - 08/27/2024)			
Energy Charge	725 KWH	@$0.106363	+$77.11
Total New Supplier Charges			**$77.11**
Standard Offer Supplier Account Balance			**$77.11**

Supplier Information

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Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$312.52**	**10/28/2024**

Invoice Number
706002200296

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Your Messages

The average residential **CMP Delivery** amount includes about $15 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

Rates changed August 1, 2024. Visit our website for more information at cmpco.com/Pricing.

When you sign up for AutoPay, you choose how many days before the due date you'd like your payment automatically deducted from your bank account each month. It's safe, secure and convenient. Sign up today at cmpco.com/AutoPay.

Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. Go to cmpco.com/Alerts to learn more.

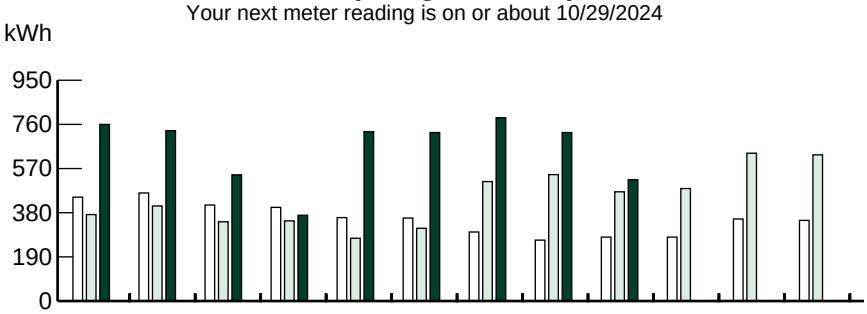
Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Account Summary

Prior Balance	**$177.28**
Payments received through 09/30/2024	$0.00
Balance Forward	**$177.28**
Other Charges	**+$1.68**
CMP Delivery	**+$78.04**
Non-CMP Supplier Standard Offer	**+$55.52**
Please pay by 10/28/2024	**$312.52**

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 10/29/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Account Number
3001-0792-379
Date Due
10/28/2024
Amount Due
$312.52
Amount Paid

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Please do not write below this line.

1010282400300107923790000031252

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$100.17**
Payments received			$0.00
Balance Forward			**$100.17**
Delivery Charges			
Delivery Charges: Residential (08/28/2024 - 09/27/2024)			
Delivery Service:	522 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	472 KWH	@$0.108980	+$51.44
Total Current Delivery Charges			**$78.04**
Other Charges			
Late Payment Charge			+$0.95
Total Other Charges			**$0.95**
Central Maine Power Account Balance			**$179.16**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	09/27/2024	60,760	08/27/2024	60,238	31	522

Customer Information for Your Delivery Service

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What's a kilowatt-hour?
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Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
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If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

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Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$77.11**
Payments received			$0.00
Balance Forward			**$77.11**
New Supplier Charges			
Residential Service : (08/28/2024 - 09/27/2024)			
Energy Charge	522 KWH	@$0.106363	+$55.52
Total New Supplier Charges			**$55.52**
Other Charges			
Late Payment Charge			+$0.73
Total Other Charges			**$0.73**
Standard Offer Supplier Account Balance			**$133.36**

Supplier Information

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CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$128.38**	**11/26/2024**

Invoice Number
709002200571

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Your Messages

The average residential **CMP Delivery** amount includes about $15 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

If you need help paying your bill, you may be eligible for funds through the Arrearage Management Program or our Electricity Lifeline Program. For more information, please contact your local Community Action Agency, visit cmpco.com/HelpWithBill, or call us at 800.750.4000.

A credit has been applied to your bill. The Maine Public Utilities Commission has approved updated fixed and kWh charges, effective August 1, 2024 and retroactive to rates from July 1, 2024.

When you sign up for AutoPay, you choose how many days before the due date you'd like your payment automatically deducted from your bank account each month. It's safe, secure and convenient. Sign up today at cmpco.com/AutoPay.

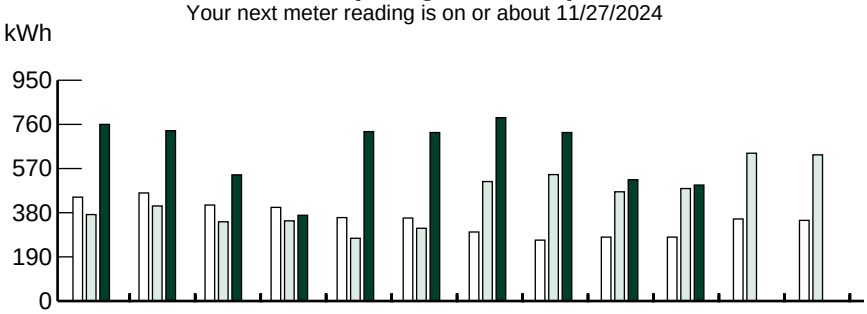
Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. Go to cmpco.com/Alerts to learn more.

Your Account Summary

Prior Balance	**$312.52**
Payments received through 10/30/2024 - Thank you	-$312.52
Balance Forward	**$0.00**
Other Charges	**-$0.23**
CMP Delivery	**+$75.53**
Non-CMP Supplier Standard Offer	**+$53.08**
Please pay by 11/26/2024	**$128.38**

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 11/27/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	16	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
11/26/2024
Amount Due
$128.38
Amount Paid

Please do not write below this line.

10112624003001079237900012838

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$179.16**
Payments received - Thank you			-$179.16
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (09/28/2024 - 10/29/2024)			
Delivery Service:	499 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	449 KWH	@$0.108980	+$48.93
Total Current Delivery Charges			**$75.53**
Other Charges			
Stranded Cost Pricing Adjustment			-$0.23
Total Other Charges			**-$0.23**
Central Maine Power Account Balance			**$75.30**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	10/29/2024	61,259	09/27/2024	60,760	32	499

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_____

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Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$133.36**
Payments received - Thank you			-$133.36
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (09/28/2024 - 10/29/2024)			
Energy Charge	499 KWH	@$0.106363	+$53.08
Total New Supplier Charges			**$53.08**
Standard Offer Supplier Account Balance			**$53.08**

Supplier Information

CMP does not generate or supply electricity. We deliver your electricity. Your Standard Offer electricity is supplied by Constellation Energy (25%) and NextEra Energy Marketing LLC (75%). Standard Offer is the default if you have not chosen an electricity supplier.

CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

You may learn more about energy supply and suppliers, and possibly find a better supply price, by visiting the Office of the Public Advocate (OPA) at maine.gov/SupplyRates, calling the OPA at 207.624.3687, or by visiting the MPUC at maine.gov/mpuc.

Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$119.35**	**12/30/2024**

Invoice Number
707002244211

Manage your account online: **cmpco.com**
Customer Service: **800.750.4000**
Outage reporting line: **800.696.1000**

Your Account Summary

Prior Balance	**$128.38**
Payments received through 12/02/2024 - Thank you	-$128.38
Balance Forward	**$0.00**
CMP Delivery	**+$70.85**
Non-CMP Supplier Standard Offer	**+$48.50**
Please pay by 12/30/2024	**$119.35**

Your Messages

The average residential **CMP Delivery** amount includes about $15 per month in non-CMP costs to support Maine public policy initiatives including net energy billing subsidies, low income assistance and energy efficiency. Learn more about CMP rates and public policy costs at **cmpco.com/PublicPolicyCosts**.

Asking for help can be hard. With a variety of assistance programs available, we can help if you're having trouble managing your electricity bills. For example, you may be eligible for the Arrearage Management Program or our Electricity Lifeline Program. Learn more at cmpco.com/HelpWithBill or call us at 800.750.4000.

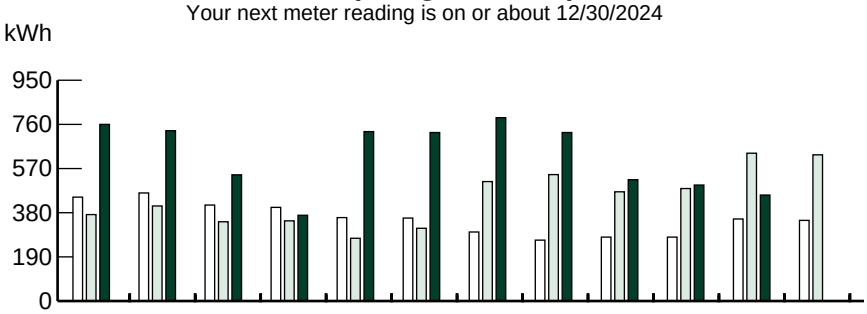
Never miss a payment again with AutoPay. You set the schedule and we handle the rest. It's a safe and convenient solution for busy lives. Visit cmpco.com/AutoPay to sign up.

Stay informed about your electricity use with Usage Alerts. You'll receive weekly updates on your energy use -- powered by your smart meter. You can even customize your alerts so you're notified if you exceed a set amount of electricity use or cost. Visit cmpco.com/Alerts to learn more.

Simplify your account management with our Mobile App. Make payments, enroll in eBill and get outage updates, it's all at your fingertips. Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 12/30/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	16	16	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
12/30/2024
Amount Due
$119.35
Amount Paid

Please do not write below this line.

10123024003001079237900011935

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$75.30**
Payments received - Thank you			-$75.30
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (10/30/2024 - 11/27/2024)			
Delivery Service:	456 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	406 KWH	@$0.108980	+$44.25
Total Current Delivery Charges			**$70.85**
Central Maine Power Account Balance			**$70.85**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	11/27/2024	61,715	10/29/2024	61,259	29	456

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit cmpco.com or call us at 800.750.4000. To see how your Delivery Charges are impacted by Maine public policy, visit cmpco.com/PublicPolicyCosts.

What's a kilowatt-hour?
Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption
Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge
Bills are due on receipt. A rate of 0.949% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills
When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit cmpco.com for more information, or call 800.750.4000.

Questions?
To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

Payment Arrangements
If you have trouble paying your bill, a payment plan may help. Call 800.686.4044 for more information.

Maine Public Utilities Commission (MPUC)
The MPUC's Consumer Assistance and Safety Division (CASD) investigates and resolves complaints, educates the public and ensures utilities remain in compliance with State statutes and Commission rules. To contact the CASD, call **800.452.4699** or visit **maine.gov/mpuc.**

Mail Address Changes

☐ Please "X" for mail address changes and fill in your new mailing address information below.

_____

_____

_____

_____

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

☐ To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____
Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

You have chosen to purchase your electricity supply from: Standard Offer.
Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$53.08**
Payments received - Thank you			-$53.08
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (10/30/2024 - 11/27/2024)			
Energy Charge	456 KWH	@$0.106363	+$48.50
Total New Supplier Charges			**$48.50**
Standard Offer Supplier Account Balance			**$48.50**

Supplier Information

CMP does not generate or supply electricity. We deliver your electricity. Your Standard Offer electricity is supplied by Constellation Energy (25%) and NextEra Energy Marketing LLC (75%). Standard Offer is the default if you have not chosen an electricity supplier.

CMP is your energy delivery company. Other companies, not regulated by the Maine Public Utilities Commission (MPUC), supply your electricity, which we deliver to you safely and reliably. CMP does not control the supply price though we are required to include and collect the costs in our monthly bills. Now you will see the name of your supplier and their itemized supply charges in BLUE on this page.

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Visit us at cmpco.com/UnderstandYourUsage to see ways to manage and potentially reduce your usage.

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: _____

Parcel Numbers(s): _____

Year Property Purchased by Current Owner: _____

Total Number of Units on the Property: _____

Total Number of Units Affected by Proposed Rent Increase: _____

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

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

_____

Section 1. Landlord Information

Name: _____

Phone(s): _____

Business Address: _____

City, State, Zip: _____

Business E-mail: _____

Section 2. Agent Information (if applicable)

Name: _____

Phone(s): _____

Business Address: _____

City, State, Zip: _____

Business E-mail: _____

Section 3. Services

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

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

Section 4. Changes to Services

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

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

Section 5. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

Section 6. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough to show that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete Section 19, Claim for Adjustment of Base Year Net Operating Income and Associated Rent Adjusted Claim at the end of this Application.

Check here ☐ if a claim for a Base Year Rent Adjustment is included in this application and complete Section 18 of this Application.

Section 7. Income Worksheet

	Base Year (2019)[1]	Current Year (2025)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	$ _____	$ _____
2. Portion Attributable to Vacancy	$ _____	$ _____
Fees (indicate what fee is for):		
3. Late fees	$ _____	$ _____
4. List fees, other than utilities, collected for services & amenities not included in rent	$ _____	$ _____
5. _____	$ _____	$ _____
6. _____	$ _____	$ _____
7. _____	$ _____	$ _____
Other Income (list separately by type)[2]:		
8. _____	$ _____	$ _____
9. _____	$ _____	$ _____
10. _____	$ _____	$ _____
Fees charged by landlord for Utilities		
11. Gas	$ _____	$ _____
12. Electricity	$ _____	$ _____
13. Water	$ _____	$ _____
14. Sewer	$ _____	$ _____
15. Garbage & Recycling	$ _____	$ _____
Other Utilities (list separately by type):		
16. _____	$ _____	$ _____
17. _____	$ _____	$ _____
18. TOTAL INCOME	**$ _____**	**$ _____**
(add only lines 1 and 3-17)		

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

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

Section 8. Operating Expense Worksheet

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

	Base Year (2019)	Current Year (2025)
1. Assessments	$ _____	$ _____
2. Real Property Taxes	$ _____	$ _____
3. License Tax/Fee	$ _____	$ _____
4. Rent Board Registration Fees	$ _____	$ _____
5. Insurance	$ _____	$ _____
6. Accounting	$ _____	$ _____
7. Legal (explain types of legal expenses)	$ _____	$ _____
8. Manager /Management Services	$ _____	$ _____
9. Security	$ _____	$ _____
10. Office Supplies	$ _____	$ _____
12. Normal Repairs	$ _____	$ _____
13. Owner-Performed Labor	$ _____	$ _____
14. Plumbing Maintenance	$ _____	$ _____
15. Pool Maintenance	$ _____	$ _____
16. Landscape Maintenance/snow removal	$ _____	$ _____
17. Other Maintenance	$ _____	$ _____
18. Parking Lot/Street Maintenance	$ _____	$ _____
19. Gas (separately metered only)	$ _____	$ _____
20. Electricity (separately metered only)	$ _____	$ _____
21. Water	$ _____	$ _____
22. Sewer	$ _____	$ _____
23. Amortized portion of Capital Expense (see Sections 10, 11 and 12 column (i))	$ _____	$ _____
24. Vandalism Repairs	$ _____	$ _____
25. Uninsured Damages	$ _____	$ _____
27. TOTAL OPERATING EXPENSES	**$ _____**	**$ _____**

Section 9. Allowances for Capital Improvements

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

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

1. The amortization period shall be in conformance with the schedule adopted by the City, as provided in Section 11, unless it is determined that an alternate period is justified based on the evidence presented at the Rent Board hearing.
2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of Portland Code or state law where the original installation of the improvement was not in compliance with code requirements.

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

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

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

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

Section 10. Amortization Period of Capital Improvements/Expenses

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

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

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

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

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

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

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

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

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

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

Section 11. Interest Allowance on Capital Improvements

If an amount was reported as an amortized portion of expenses on Section 11, Operating Expense Worksheet, line 23 of the Base Year or current operating expense table above, complete this section.

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

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

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

Completed Capital Improvement and Expense Worksheet (Current Year)

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

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

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

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

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

Section 12. Blank Worksheet (Optional – Available for Petitioner Use)

Section 13. Owner-Performed Labor

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

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work

Section 14. Planned Capital Improvements

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

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

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

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

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

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

Section 15. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2025)
1. Total Annual Income	$ _____	$ _____
2. Annual Operating Expenses	$ _____	$ _____
3. Net Annual Operating Income	$ _____	$ _____
4. CPI [Annual Average CPI]	281.082	346.889

5. Percent Annual Increase in CPI Base Year to Current Year

$$\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$$

_____ %

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase

$$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$$

$ _____

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase

$$\text{Line 6} - \text{Line 3 Current Year}$$

$ _____

8. Allowable Rent Increase/Unit/Month[3]

$$\text{Line 7} \div 12 \div \#\text{ of Units}$$

$ _____

[3] If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete Section 18 Proposed Adjustment Worksheet.

Section 16. Monthly Rent Worksheet

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

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____

___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____
___	$_____	$_____	_____	_____ %	_____ %	$ _____	_____

Section 17. Proposed Adjustment Worksheet

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

Indicate method of allocation: _____

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____

___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____
___	$ _____	_____	$ _____	_____	$ _____	$ _____	$ _____

Section 18. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

The ordinance dictates that the Rent Board must presume the net operating income the landlord earned from a covered unit during calendar year 2019 yielded a fair return on investment, unless the landlord proves that special or peculiar circumstances prevented the landlord from receiving a fair return on investment during that period. **Complete this Section 19 and the following Sections 20 and 21 only if you are seeking an adjustment in base rent due to special or peculiar circumstances.**

Check the factors below that are applicable to your claim.

A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:
    a. Extraordinary amounts were expended for necessary maintenance and repairs
    b. Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
    c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:
    a. The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
    b. The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
    c. The pattern of rent increases in the years prior to the base year were less than increases in the CPI.

C. Other exceptional circumstances: (specify)

If the Rent Board determines that one or more of the above circumstances apply, the calculation of MNOI in Section 20 will be performed with an Adjusted Gross Income, and that will be substituted for the Section 16 calculations. This figure represents the income that would have been expected absent the exceptional circumstances. Options for determining Adjusted Gross Income include, but are not limited to:

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

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

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

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

Actual Gross Income for 2019: $ _____

Proposed Adjusted Gross Income for 2019: $ _____

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

Section 19. Income and Operating Expense Worksheet With Adjustment of Base Year

	Base Year (2019)	Current Year (2025)
Rental Income		
1. Adjusted Gross Income (with Adjusted Base Year as proposed in Section 19)	$ _____	$ _____
2. Portion Attributable to Vacancy	$ _____	$ _____
Fees (indicate what fee is for):		
3. Late fees	$ _____	$ _____
4. List fees, other than utilities, collected for services & amenities not included in rent	$ _____	$ _____
5. _____	$ _____	$ _____
6. _____	$ _____	$ _____
7. _____	$ _____	$ _____
Other Income (list separately by type)[5]:		
8. _____	$ _____	$ _____
9. _____	$ _____	$ _____
10. _____	$ _____	$ _____
Fees charged by landlord for Utilities		
11. Gas	$ _____	$ _____
12. Electricity	$ _____	$ _____
13. Water	$ _____	$ _____
14. Sewer	$ _____	$ _____
15. Garbage & Recycling	$ _____	$ _____
Other Utilities (list separately by type):		
16. _____	$ _____	$ _____
17. _____	$ _____	$ _____
18. TOTAL INCOME (add only lines 1 and 3-17)	**$ _____**	**$ _____**

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

Section 20. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2025)
1. Total Annual Income	$ _____	$ _____
2. Annual Operating Expenses	$ _____	$ _____
3. Net Annual Operating Income	$ _____	$ _____
4. CPI [Annual Average CPI]	281.082	346.889

5. Percent Annual Increase in CPI Base Year to Current Year

$$\frac{\text{Line 4 Current Year-Line 4 Base Year}}{\text{Line 4 Base Year}} \times 100$$

_____ %

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase

$$\frac{\text{Line 5} + 100}{100} \times \text{Line 3 Base Year}$$

$ _____

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase

$$\text{Line 6} - \text{Line 3 Current Year}$$

$ _____

8. Allowable Rent Increase/Unit/Month[6]

$$\text{Line 7} \div 12 \div \#\ \text{of Units}$$

$ _____

[6] If applied equally per unit. The Landlord may propose to allocate using a different rational basis. To detail a different allocation, complete Section 18 Proposed Adjustment Worksheet.

Section 21. Other Claims

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

Section 22. Documentation of Current Year Income & Operating Expenses

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

Section 23. Current Tenant Information

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

Tenant's Name _____ _____ _____

First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____ _____ _____

First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____ _____ _____

First Last Unit number

Mailing address if different _____ Email address: _____

Tenant's Name _____ _____ _____

First Last Unit number

Mailing addrss if different _____ Email address: _____

Section 24. Certification

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

Signature of Applicant Landlord:

_____ _____ _____

Printed name Signature Date