



RENT BOARD

February 11, 2026

5:30 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:

<https://portlandmaine-gov.zoom.us/j/82000484963?pwd=k8dV8hTLfVGNSu0F00PdLtXmbOPaMg.1>

Passcode:460935

Phone one-tap:

+13052241968,,82000484963#,,,,*460935# US

+13092053325,,82000484963#,,,,*460935# US

Join via audio:

+1 305 224 1968 US

+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)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

Webinar ID: 820 0048 4963

Passcode: 460935

<https://portlandmaine-gov.zoom.us/j/82000484963?pwd=k8dV8hTLfVGNSu0F00PdLtXmbOPaMg.1>

II. ROLL CALL:

III. COMMUNICATIONS:

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

IV. 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: Lizeth Gallardo
Address: 183 Brackett St, Unit 208
Property Owner: Redfern WEP LLC
CBL: 045-E-039-001

V. Adjourn

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

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

Mr. Dinkov's "evidence"

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

Parking Tickets:

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

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

Car Registration:

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

Note from neighboring landlord:

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

Text from upstairs tenant:

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

Appraisals claiming a “finished basement”:

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

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

We could go on and on...

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

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

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

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

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

Portland Tenants Union Steering Committee

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.

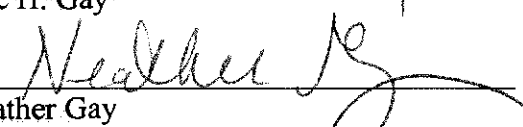
Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

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

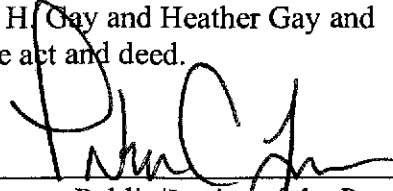

Heather Gay

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

File No: 2023-6084

“Exhibit A”

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

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

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

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

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



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

1. 
Year Make/Model Color Plate# State

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


Initial

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

**ON OR BEFORE THE 1ST DAY OF EACH MONTH, without a grace period. Rent paid
after such date shall be deemed as late and delinquent; and, if all rent is not paid on or
before the SIXTEENTH (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.



Initial

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

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



Initial

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



Initial

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



Initial

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

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

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


Initial

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


Initial

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


Initial

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

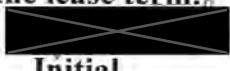
LESSEES. If lease is so terminated, rent shall be prorated and the balance refunded along with all deposit (s), less lawful deductions.


Initial

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


Initial

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


Initial

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


Initial

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


Initial

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



Initial

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

If, in violation hereof, LESSEES 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 LESSEES statements in the rental application were relied upon by OWNER in executing this contract, and any misinformation therein shall be considered cause for termination by OWNER of LESSEES right of occupancy. In the event of more than one LESSEE, each LESSEE is jointly and severally liable for each provision of this contract. All obligations hereunder are to be performed in the County where the Unit is located. In any lawsuit involving contractual or statutory obligation of LESSEES, the OWNER, if it prevails, shall be entitled to recover attorney's fees and all other costs of litigation from the LESSEES. Any clause in this contract or attachment hereto declared invalid by law shall not invalidate the remainder.



Initial

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



Initial

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



Initial

21.ADDITONAL PROVISIONS:

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


Initial

b. No smoking. No Pets.

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


Initial

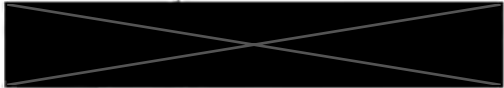
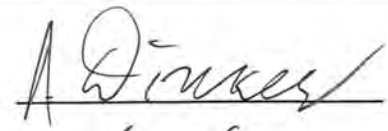
THIS IS A LEGAL AND BINDING DOCUMENT!!! PLEASE READ IT CAREFULLY!!!! YOUR INITIALS AND SIGNATURE INDICATE YOUR UNDERSTANDING AND COMPLIANCE.

DATE


Lessee


Lessee

Atanas Dinkov
Owner



03/29/2024

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

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

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

1. 
2. _____ Age _____

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

1. 
Year Make/Model Color Plate# State

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


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.



Initial

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



Initial

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



Initial

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



Initial

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



Initial

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



Initial

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

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

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



Initial

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



Initial

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



Initial

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



Initial

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

copy.



Initial

19.ADDITONAL PROVIAIONS:

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



Initial

b. No smoking. No Pets.

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

LESSEE(S)

DATE



Lessee

Owner

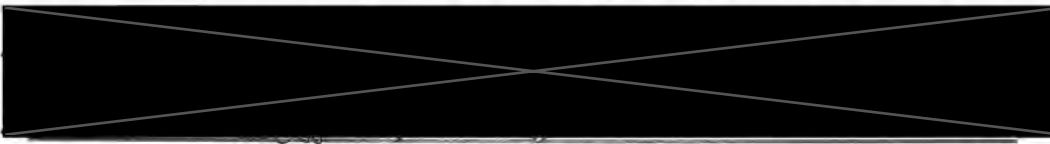
LEASE CONTRACT
UNIT 3, 33 STATE STREET PORTLAND ME 04101
LEASE BEGINS April 1, 2024
LEASE EXPIRES March 31, 2025

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

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

1. 
2. 

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

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 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.


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.


Initial

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


Initial

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


Initial

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


Initial

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

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

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Initial

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



Initial

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



Initial

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

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



Initial

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



Initial

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



Initial

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



Initial

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



Initial

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


Initial

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

If, in violation hereof, LESEES or his agent gives notice of intent to move out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out prior to the end of the contract term or renewal or extension periods, or if LESSEES moves out, or removes property from the Unit in contemplation of moving therefrom prior to the end of the contract term or renewal or extension period, or if LESSEES is evicted by court order, then all monthly rentals which are payable during the remainder of the contract term or renewal or extension period shall be accelerated without notice or demand and shall be immediately due and delinquent (similar to acceleration upon default of a home mortgage payment). Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease. If LESSEES move out without rent being paid in full for the entire contract term or renewal or extension period, OWNER shall use diligence to re let and LESSEES shall be charged for cost of resetting regardless of whether or not re letting attempts are successful. Since it is difficult to evaluate costs of re letting relating to inconvenience, paperwork, prorated 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.



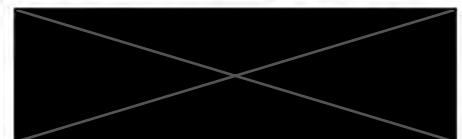
Initial

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.



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.

DATE



Lessee



Lessee

Atanas Dinkov
Owner



A. Dinkov 05/14/2024

SWORN AFFIDAVIT OF MARIETTA MALLON

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

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

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

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

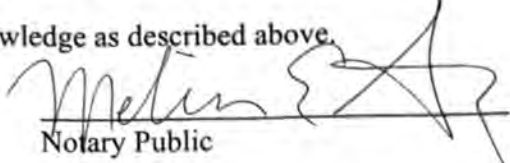
Date: 9/20/2025


Marietta Mallon

STATE OF MAINE
CUMBERLAND, SS

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

Date: 9/20/25


Notary Public

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

SWORN AFFIDAVIT OF SOPHIA THOMAS

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

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

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

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

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

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

Date: 9/20/2025

Sophia Thomas
Sophia Thomas

STATE OF MAINE
CUMBERLAND, SS

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

Date: 9/20/25

Melissa E. Stone
Notary Public

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



SWORN AFFIDAVIT OF EMILY BARSTOW

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

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

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

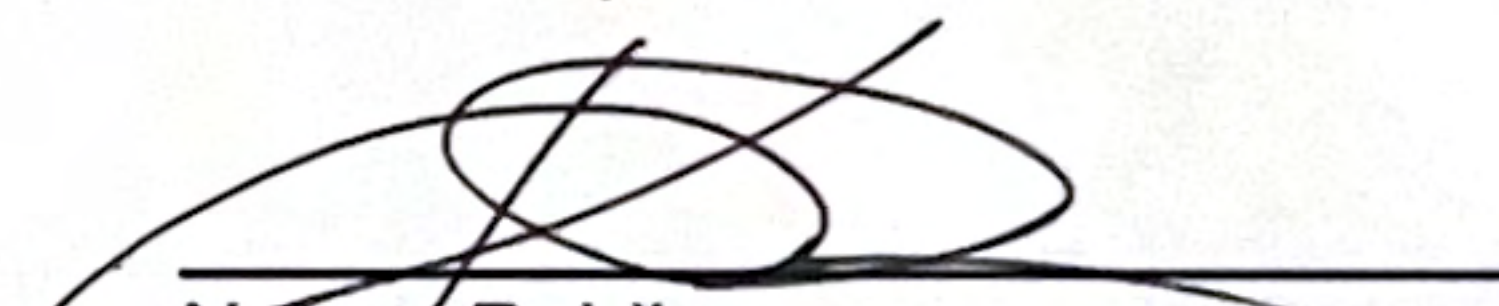
Date: 9/23/25

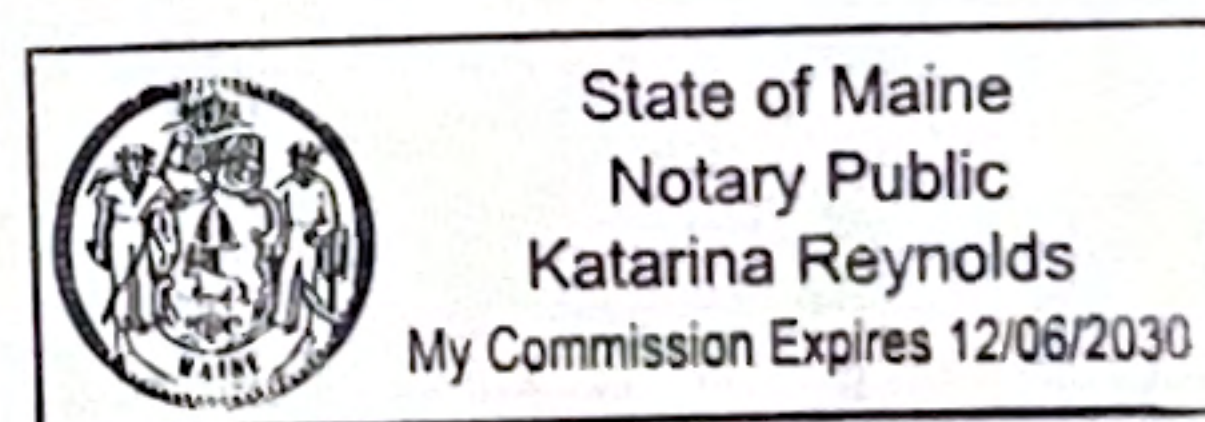

Emily Barstow

STATE OF MAINE
CUMBERLAND, SS

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

Date: 9/23/25


Notary Public



SWORN AFFIDAVIT OF SARAH DUFF

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

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

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

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

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

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

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

Date: 9/23/2025


Sarah Duff

STATE OF MAINE
CUMBERLAND, SS

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

Date: 9/23/2025

A-C
Notary Public

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

SWORN AFFIDAVIT OF PAIGE MARCHAND

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 09/20/2025


Paige Marchand

STATE OF MAINE
CUMBERLAND, SS

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

Date: 9/20/25


Notary Public

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

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

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 x



Atanas Dinkov <addinkov@yahoo.com>

Wed, Jan 29, 8:00 AM



to [REDACTED]

Good morning [REDACTED],

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

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

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

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

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

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

If you have any questions or need further information, please contact me at 207-216-0446 or addinkov@yahoo.com.

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

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Portland Tenants Union <info@portlandtenantsunion.org>
to veh-reg@portlandmaine.gov ▾

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

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

Thank you!

CUMBERLAND CNTY

State of Maine Vehicle Registration

Mileage 153,000

CLASS: PC

REGISTRATION NUMBER: 9097UT

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

Expires 07/31/2025

Insurance *DMV*

VIN	YEAR	MAKE	MODEL	COLOR	STYLE	TIRES	Ax. Wts.	NET WEIGHT	REGISTERED WEIGHT	PLATE
3VWD17AJXFM212387	2015	VOLK	JETTA	GY	4D					G
REGISTRANT		DOB/BOB #		Base		Mile Rate				
DINKOV, ATANAS D		04/14/1984				0040				
LESSOR		UNIT #		DOT #		Local				
						Ex Tax				
						Ex Tax Bal				
						FyTx Date				
						Fees				
						Agent Fee				
MAILING ADDRESS				Registration Void Unless Validated						
PO BOX 1453				VALIDATED REGISTRATION CITY OF PORTLAND, ME						
WELLS ME 04090				05/10 08/12/2024						
LEGAL RESIDENCE				S139 98						
33 STATE ST APT 1				29762674						
PORTLAND ME										

Tax Receipt # 29762674

PT

Sticker # (M):

(V) 25D 2131969

www.maine.gov/sos



Vehicle Registration
to me ▾

8:11 AM (2 hours ago) ☆ ↩ ⋮

Hi,

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

--Richard

...

--



5 People

Mon, Nov 11 at 10:37 AM

Atanas Dinkov

A

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

A

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

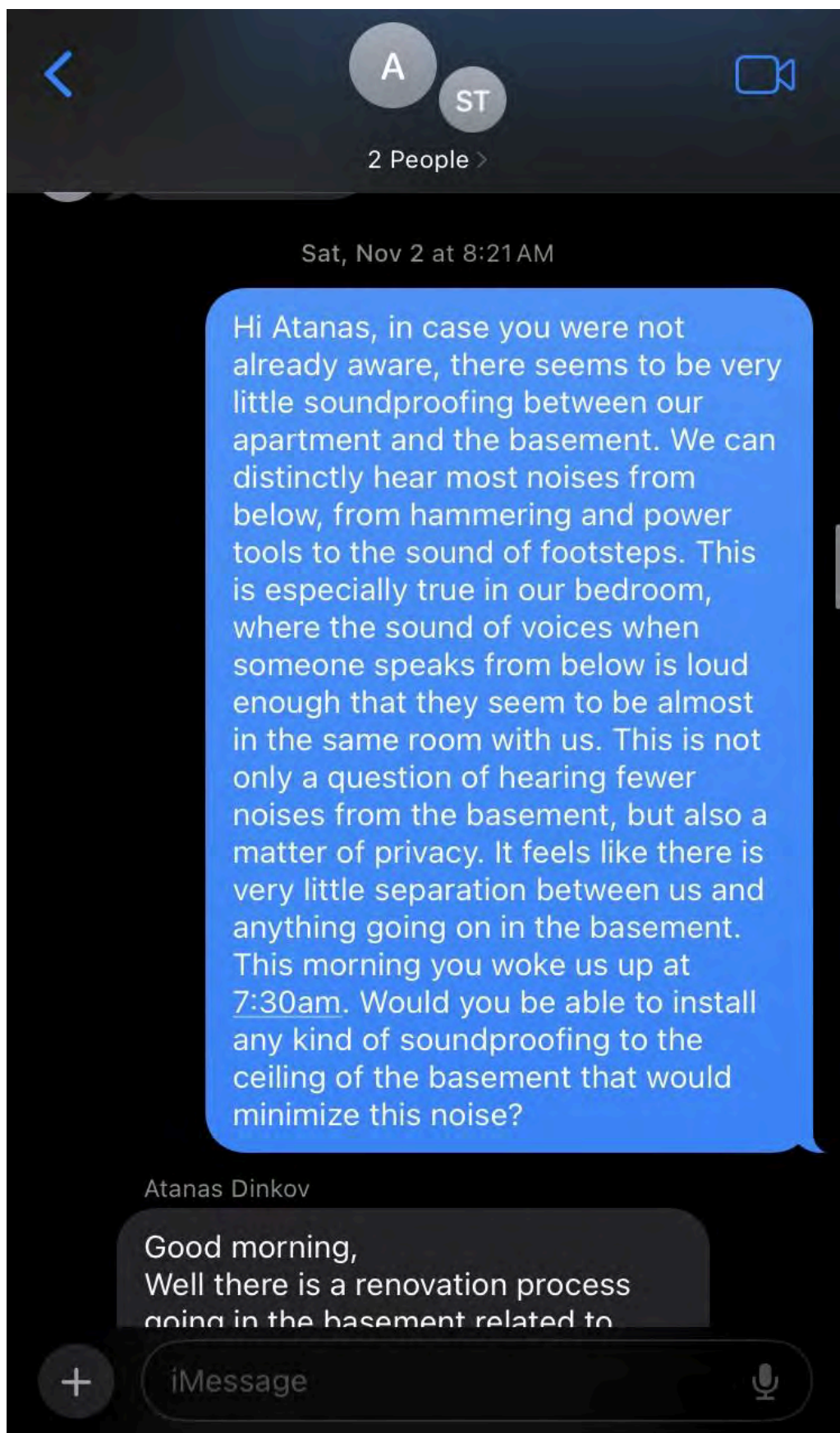
A

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



iMessage





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

Atanas Dinkov

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

A



iMessage





Dylan Orr <dorr@portlandmaine.gov>

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

2 messages

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

Mon, Oct 27, 2025 at 12:10 PM

Hi there,

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

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

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

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

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

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

Thank you.

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>
Cc: rentboard@portlandmaine.gov

Tue, Oct 28, 2025 at 11:30 AM

got it

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



[Quoted text hidden]



Dylan Orr <dorr@portlandmaine.gov>

Rent Board Public Hearing 33 State St - additional information

1 message

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

Thu, Oct 30, 2025 at 9:29 AM

Good morning,

I am providing additional information regarding my case.

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

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

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

Thank you very much for your consideration.



Rule 80b.pdf
1160K



Atanas Dinkov <addinkov01@gmail.com>

Amendment of Notice of Violation - 33 State St - RCD2500009

12 messages

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

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



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,

A handwritten signature in blue ink, appearing to read "Adam O'Connor".

Adam O'Connor
Rental Registration Inspector

ATANAS DINKOV
PO BOX 1453
WELLS, ME 04090

389 Congress Street, Portland, Maine 04101 | 207-874-8900 | rentcontrol@portlandmaine.gov



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 Dmitry Shevorski, resident of 31 State St, Apt 3, the letter states that in August 2024, the Owner told Mr. Shervorski he “will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there. Moving forward, I frequently saw him going in and out of that unit, lights being on there, and his car being parked by the building.”
- A signed letter dated 7/3/2025 from UPS driver Joe Dubber that states, “Based on how often I see him making deliveries on 33 State Street Portland ME and nearby I believe Atanas resides at 33 State Street Portland ME.”
- A signed letter dated 7/12/2025 from Donna Lewis of 62 Cherry Lane, Ogunquit, ME 03907. The letter states that “Atanas Dinkov rents a room in our house in Ogunquit, ME which he uses as a workspace from time to time. He pays us \$500 per month for the room and a parking space; plus \$70 per month for his Verizon phone line.” The Owner reports that he uses that space as his office to conduct his professional accounting work and does not live there.
- The Owner presented bank records showing a payment of \$570 from his Venmo account.
- The Owner had their own mailbox at the Property to receive correspondence.

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

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

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



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

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

Thank you,

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

Adam O'Connor
Rental Registration Inspector



HOME INSPECTION

33 State St
Portland, ME 04101

Atanas Dinkov
11/15/2023



Inspector

Matthew Tycz

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

7: BASEMENT, FOUNDATION, CRAWLSPACE & STRUCTURE

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

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

Information

Foundation: Foundation Material

Brick, Unknown

Foundation:

Basement/Crawlspace Floor
Material
Concrete

Foundation: Columns or Piers Supporting Walls

First Floor Structure: Flooring Insulation

None

First Floor Structure: Material

Wood Joists, Wood Beams

Basement Access: Basement/Crawlspace Access from Interior

None

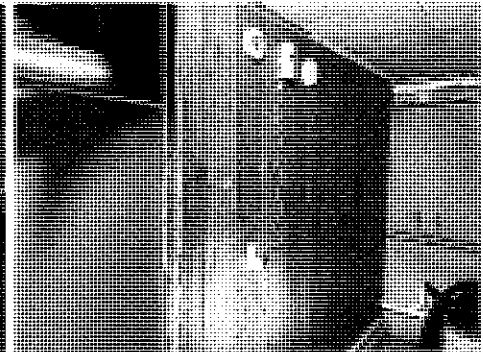
Basement Access:

Basement/Crawlspace Exterior Entrance

Door

General: Finished Basement

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



Observations

APPRAISAL OF REAL PROPERTY**LOCATED AT**

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

FOR

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

OPINION OF VALUE

645,000

AS OF

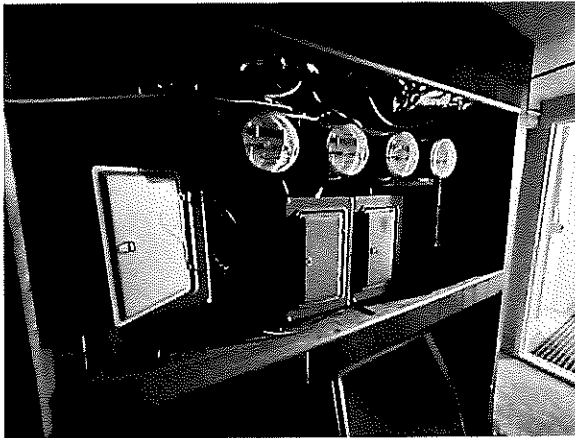
11/17/2023

TABLE OF CONTENTS

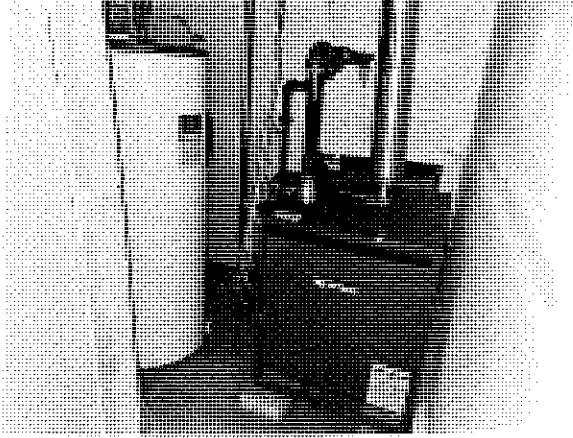
Letter of Transmittal	1
Small Income	2
General Text Addendum	9
Operating Income Statement	12
3 Unit Market Analysis	14
Subject Photos	15
Basement	16
Unit 1	17
Unit 2	18
Unit 3	19
Building Sketch	20
Aerial Map	21
Realist Map	22
Tax Map	23
Comparable Photos 1-3	24
Rentals Photos 1-3	25
Location Map	26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

Basement

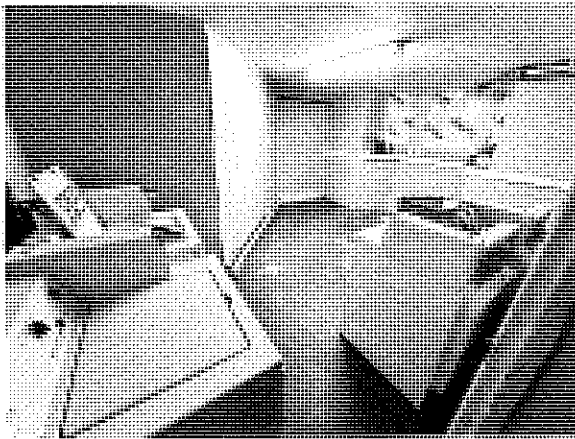
Borrower	Atanas Dinkov					
Property Address	33 State St					
City	Portland	County	Cumberland	State	ME	Zip Code 04101
Lender/Client	Androscoggin Bank					



Meters



Furnace



Laundry Room



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).

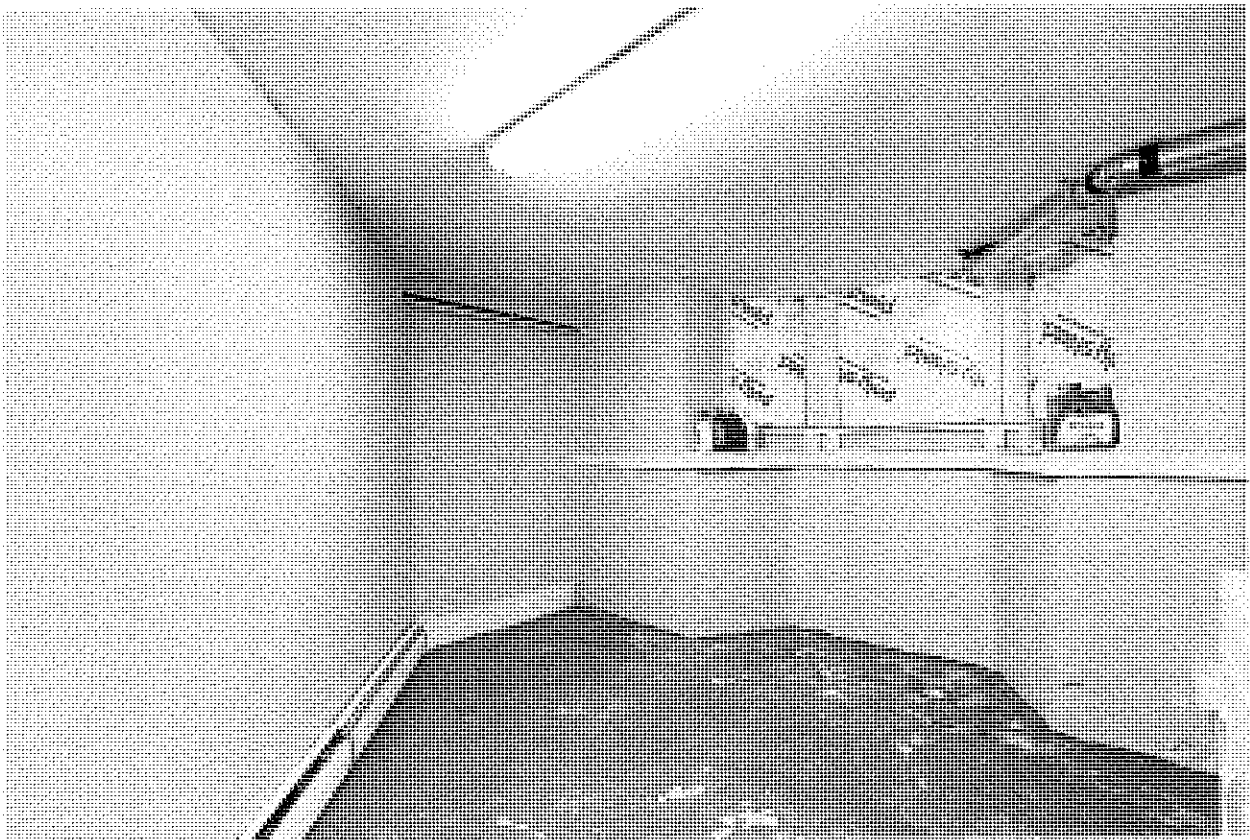
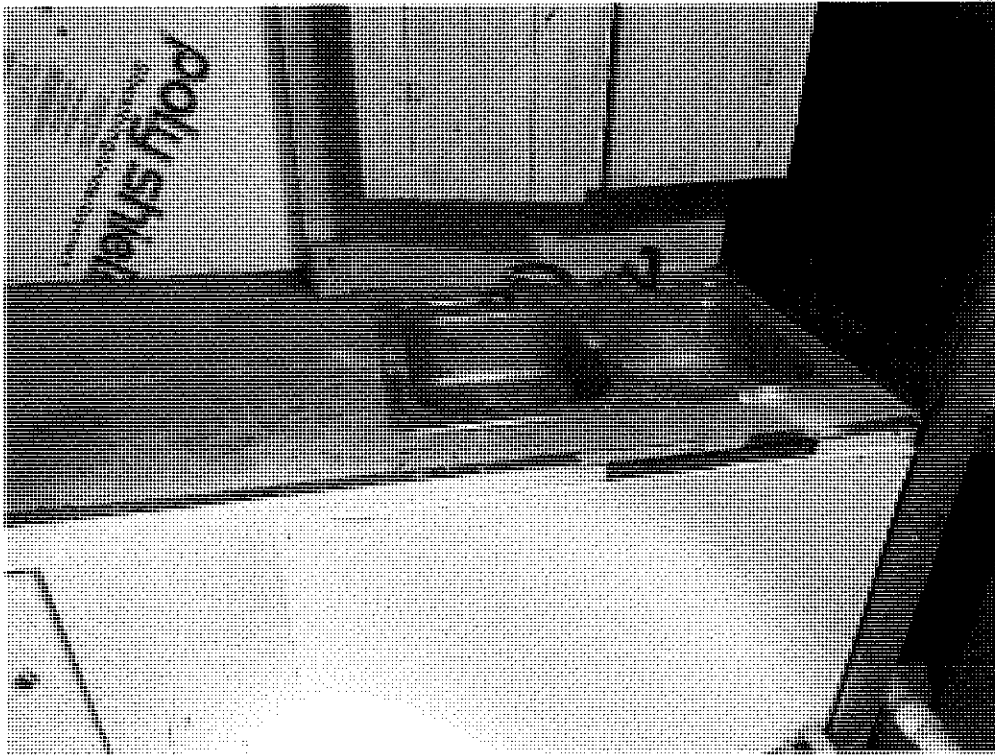
The subject's partially finished basement includes a laundry room (coin laundry machines). The finished basement space was calculated on a value per square foot. A paired analysis revealed a contributory range of \$10-\$25/sf. Appraiser reconciled at \$12/sf for the contributory value of subject's finished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

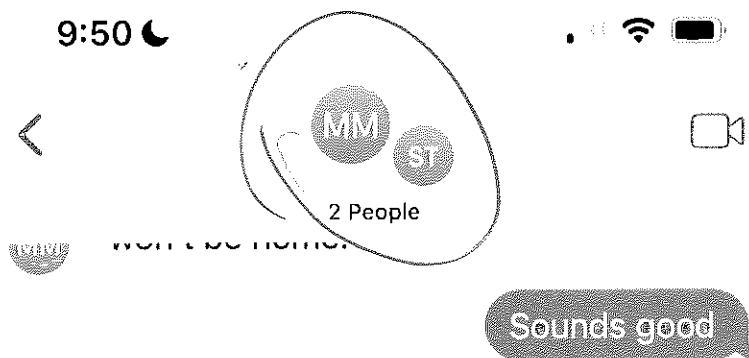
Garage/Carport: Adjustments for garages and/or carports take into consideration two factors; the size of the garage and the number of cars the facility can park. Typically a garage will contribute more per car depending on the size, finish, and quality. Carports tend to be between 50% - 60% of the garage 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.

[Handwritten Signature]





Sat, Nov 2 at 8:21AM

Marietta State Mallon

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



Message





More Information



Citation Number: 68384972

Created: 02/06/2024

Location: West End

License Plate: (ME) 9097UT

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

Vehicle Make: Volkswagen

Vehicle Model: Other

Officer: 852

Street: STATE ST (2)

Total Fine: \$35.00

Photos:



Close

Print

Citation Number: 79751404

Created: 05/20/2025

Location: Old Port

License Plate: (ME) 9097UT

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

Vehicle Make: Volkswagen

Vehicle Model: Jetta

Officer: 857

Street: STATE ST (2)

Notes

Street Maintenance Restriction

Total Fine: \$40.00

Appeal Information

You cannot appeal any more. Past the appeal date.

Photos:



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

Total Fine: \$40.00

Appeal Information

You cannot appeal any more. Past the appeal date.

Photos:



Close

Print

Pay

Citation Results

Search / Step 1

Select Citation [or Payment Plan] to Pay or Appeal

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

CITATIONS

#79751404 \$40.00

(4) No Parking This Side of Street

Issue Date 05/20/2025

Plate 9097UT

[View More Information](#)

Pay

#72994524 \$40.00

(E) No Parking Zone

Issue Date 08/22/2024

Plate 9097UT

[View More Information](#)

Pay

#68384972 \$35.00

(4) No Parking This Side of Street

Issue Date 02/06/2024

Plate 9097UT

[View More Information](#)

Paid

Copyright 2025 [Terms of Service](#) [Privacy Policy](#)

Powered by Passport

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	AXES	NET WEIGHT	REGISTERED WEIGHT	FUEL
3VWD17AJXFM212387	2015	VOLK	JETTA	GY	4D					G
REGISTRANT(S) DINKOV, ATANAS D			DOB(s)/ID # 04/14/1984		Base 94.995 Mtl Rate 0040 Local Ex Tax 99.98 ExTx Bal 99.98 ExTx Date 08/12/2024 Fees 35.00 Agent Fee 5.00					
LESSOR		UNIT #	DOT #		Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139.98 29762674					
MAILING ADDRESS PO BOX 1453										
WELLS ME 04090										
LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND		LEGAL RESIDENCE CODE 05170 ME								



Tax Receipt # 29762674

PT

Sticker # (M)

(Y) 25D 2131969

User Id

DM

E Re-reg

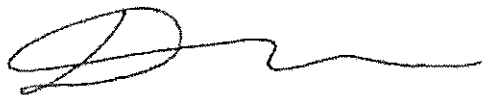
MVR-3E Rev 08/2016 REGISTRATION

www.maine.gov/sos

To Whom It May Concern:

My name is Dimitry Shevovski. I live at 34 State St, apt 3, Portland, ME 04101. I can confirm that I saw Atanas regularly around the building ever since he bought his building. And in the beginning of August 2024, he told me that I will no longer be able to use the washer/dryer that was located in the basement unit of his building because he was going to live there.

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

 07/01/2025

To whom it may concern

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

Let me know if you have any questions.

Date: 7-3-25

Signature:

A handwritten signature in black ink, appearing to read "Joe Dubbert", with a stylized flourish above it.

July 12, 2025

To Whom it May Concern,

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

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

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

Sincerely,

Donna L. Lewis

Donna Lewis
62 Cherry Lane
Ogunquit, ME 03907

Please see pages: 6/8 and 8/8

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



CITY OF PORTLAND

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

June 23, 1983

Dwelling units 4

DU: 4

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

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

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

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

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

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

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

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

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

jar

City of Portland

Check off Sheet
STRUCTURE INSPECTION SCHEDULE

Housing Inspection Division

1) Insp. Name

Schmidt

2) Insp. Date	3) Insp. Type	4) Proj. Code	5) Assr. #	Chart	6) Bl.	7) Lot	8) Census: Tract	9) Blk.	10) Insp.	11) Form No.
6-1-83	5-4CA		44		25	16				
12) House No.	13) Sec. H. No.	14) Suff.	15) Direct.	16) Street Name	17) St. Design.	18) Owner or Agent:	19) Status	20) Bldg's Rat.		
33				St. 14	Street	Robert A. McIsough				
21) Address: PO BOX 1544							22) City and State: Portland, Ore.		Zip Code 07104	

23) D. Units	24) Occ. D. U.'s	25) Rm. Units	26) Occ. R. U.	27) No. Occupants	28) Com' LU.	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.	39) Disp.	40) Closing Date		

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

Remarks on reverse side

Housing Inspection Division

1) INSP. Date

2) INSP.

3) FORM NO.

6	-	7	-	8	3
---	---	---	---	---	---

4) TENANT'S NAME

5) Flr. # 6) Location: 7) Rmg. Tp. 8) # Fms. 9) # Peo. 10) # All'd 11) Slp. Rms.

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 _____
--------------------	---------------	-----------	----------------	---------------------	-----------------	----------------	---------------------	-----------------------	-----------------	----------------	----------------	-----------------

Viol. No.	Remedy	Cond.	Violation	Location	Room Type	Area Type	Resp. Party	Code Sect. Violated	Violation Rem. - Date
-----------	--------	-------	-----------	----------	-----------	-----------	-------------	---------------------	-----------------------

Handwritten note on graph paper:

Temporary lead
now collected

City of Portland

DWELLING UNIT SCHEDULE

Housing Inspection Division

INSP DATE

6-7-03

INSP

FORM NO.

TENANTS NAME

FLR.#

LOCATION

RMC.TP.

#RMS.

#PEO.

#ALL'D

SLRRM.

2ND ENL

3

1

Child

Child

+ Lead Survey -

Rent

Rent

Furn

Hot

Dual

CK'ing.

Heat

Lav.

Bath

Flusl.

Un.10

1 - 6

Results

Coue

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

KITCHEN

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

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

LIVING ROOM

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

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

Bedrooms and/or other rooms

- () Plaster - L, C, H, - Ceiling/Walls
- () Windows - loose, broken, glaze
- () Sash/Frames - broken, missing, worn
- () Floor - loose, worn, damaged
- () Door - knobs/Ik - missing - Panels/Frames dam.
- () Electrical (e)
- () Sanitation (e)
- () Clothes Closet Yes No

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

CODE

Plumbing

Electrical

Sanitation - Vermin 0 R

REMARKS:

City of Portland

DWELLING UNIT SCHEDULE

Housing Inspection Division

INSP DATE		TENANTS NAME		FLR.#	LOCATION	RMG.TP.	#RMS.	#PEO.	#ALL'D	SLPRM.		
6-7-83				3A	ENT		3	1				
Child Un.10	Child 1-6	+ Lead Survey - Results	Rent	Rent Code	Furn	Hot Water	Dual Egrs.	Ck'ing.	Heat	Lav.	Bath	Flush
								OFF	PI		PR	PF
KITCHEN ☐ Plaster - L, C, M, - Ceiling/Walls ☐ Windows - loose, broken glass, glaze ☐ Sash/Frames - broken, missing, worn ☐ Floor - loose, worn, dam., buckled ☐ Doors - Knob/lk - missing - Panels/Frames dam. ☐ Counter/Stor. Space Yes <u> </u> No <u> </u> ☐ Sink - chipped, cracked, leaks ☐ Range - improper stack, flue, vent ☐ Refrigerator Space Yes <u> </u> No <u> </u> ☐ Plumbing (a) 6(a) Water Supply Hot <u> </u> Cold <u> </u> ☐ Electrical (a) ☐ Sanitation (a)				BATHROOM ☐ Plaster - L, C, M - Ceiling/Walls ☐ Windows - loose, broken glass, glaze ☐ Sash/Frames - broken, missing, worn ☐ Floor - loose, worn, dam., buckled ☐ Door - knob/lk - missing - Panels/Frames dam. ☐ Toilet - Tank - brkn, loose, leaks, Seat, 1'ise crkd. ☐ Lavatory - hipped, crkd, leaks, trap leaks ☐ Bathtub/Shower - leaks cross connection ☐ Ventilation Yes <u> </u> No <u> </u> ☐ Plumbing (b) 6(a) Water Supply Hot <u> </u> Cold <u> </u> ☐ Electrical (b) ☐ Sanitation (b)				CODE 3(b) 3(c) 3(c) 3(b) 3(b) 6(d) 3(e) 6(e) 6(e) 6(d) 7 6(c)				
LIVING ROOM ☐ Plaster - L, C, M, - Ceiling/Walls ☐ Windows - loose, broken, glaze ☐ Sash/Frames - broken, missing, worn ☐ Floor - loose, worn, damaged ☐ Door - knob/lk - missing - Panels/Frames dam. ☐ Electrical (c) ☐ Sanitation (c)				DINING ROOM ☐ Plaster - L, C, M - Ceiling/Walls ☐ Windows - loose, broken, glaze ☐ Sash/Frames - broken, missing, worn ☐ Floor - loose, worn, damaged ☐ Doors - Knobs/lk - missing, Panels/Frames dam. ☐ Electrical (d) ☐ Sanitation (d)				CODE 3(b) 3(c) 3(c) 3(b) 3(b) 3(b)				
Bedrooms and/or other rooms				☐ Plaster - L, C, M - Ceiling/Walls ☐ Windows - Loose, broken, glaze ☐ Sash/Frames - broken, missing, worn ☐ Floor - loose, worn, damaged ☐ Door - knob/lk - missing - Panels/Frames dam. ☐ Electrical (e) ☐ Sanitation (e) ☐ Clothes Closet Yes <u> </u> No <u> </u>				CODE 3(b) 3(c) 3(c) 3(b) 3(b) 3(b)				
Plumbing				Electrical				Sanitation - Vermin 0 R				

REMARKS:

Basement

City of Portland

DWELLING UNIT SCHEDULE

Housing Inspection Division

INSP DATE

6-7-93

TENANTS NAME

VACANT

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

BASE Entire

3

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

262

CODE

KITCHEN

() 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 6(d)

() Sink - chipped, cracked, leaks 3(e)

() Range - improper stack, flue, vent - 6(c)

() Refrigerator Space Yes No

() Plumbing (a) 6(a) Water Supply Hot Cold

() Electrical (a)

() Sanitation (a)

CODE

LIVING ROOM

() 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)

CODE

DINING ROOM

() 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 - knobs/lk - missing - Panels/Frames dam. 3(b)

() Electrical (d)

() Sanitation (d)

Code

Bedrooms and/or other rooms

() Plaster - L, C, M, - Ceiling/Walls 3(b)

() Windows - loose, broken, glaze 3(c)

() Sash/Frames - broken, missing, worn 3(c)

() Floors - loose, worn, damaged 3(b)

() Door - knobs/lk - missing - Panels/Frames dam. 3(b)

() Electrical (e)

() Sanitation (e)

() Clothes Closet Yes No

Plumbing Electrical Sanitation - Vermin 0 R

REMARKS: HAS Snake Det.

CERTIFICATE
OF
COMPLIANCE

CITY OF PORTLAND

May 8, 1978

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

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

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

Dear Mr. McDougal:

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

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

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

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

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

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

Inspector M. Gough

NOTICE OF HOUSING CONDITIONS

Four dwelling units

DU 4

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

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

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

OK
5/1/78

Dear Mr. McDougal:

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

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

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

Very truly yours,

Joseph E. Gray, Jr. Director
Neighborhood Conservation

Inspector

M. Gough

By

Lyle D. Noyes
Chief of Housing Inspections

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

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

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

PARID: 044 B016001

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	DES:PAYMENT	ID:1031666548071	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

	ID:3264681992 WEB					
02/06/24	VENMO	DES:PAYMENT	ID:1032349262453	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

03/05/24	VENMO	DES:PAYMENT	ID:1032925135244	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

04/03/24	VENMO	DES:PAYMENT	ID:1033516165654	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

05/02/24	VENMO	DES:PAYMENT	ID:1034115362030	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

06/03/24	VENMO	DES:PAYMENT	ID:1034750341584	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

07/03/24	VENMO	DES:PAYMENT	ID:1035398076533	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

08/05/24	VENMO	DES:PAYMENT	ID:1036061271531	INDN:ATANAS DINKOV	CO	-570.00
	ID:3264681992	WEB				

Withdrawals and other subtractions - continued

Date	Description	Amount
09/04/24	VENMO DES:PAYMENT ID:1036694075736 INDN:ATANAS DINKOV CO	-570.00
	ID:3264681992 WEB	

10/02/24	VENMO DES:PAYMENT ID:1037276451759 INDN:ATANAS DINKOV CO	-570.00
	ID:3264681992 WEB	

	ID:1016000001 PPD	
11/04/24	VENMO DES:PAYMENT ID:1037947492869 INDN:ATANAS DINKOV CO	-570.00
	ID:3264681992 WEB	

11/25/24	VENMO DES:PAYMENT ID:1038412421660 INDN:ATANAS DINKOV CO	-570.00
	ID:3264681992 WEB	



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

License Number CP10739

Be it known that

ATANAS DIMITROV DINKOV

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

CERTIFIED PUBLIC ACCOUNTANT

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

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:
Report for Tax Period Ending:

XXX-XX-
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:
Spouse SSN:

XXX-XX-

ATAN D DINK
33 STA

Filing status:
Form number:
Cycle posted:
Received date:
Payment:
Exemption number:
Other dependent credit total eligible per computer:
Other dependent credit total eligible verified:
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:

Single Taxpayer
1040
20251305
03-20-2025
\$0.00
01
\$0.00
\$0.00

Income

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


\$97.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
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\$0.00
\$0.00
\$0.00
\$0.00

For the year Jan. 1 - Dec. 31, 2024, or other tax year beginning , ending		See separate instructions.
Your first name and middle initial ATANAS D.	Last name DINKOV	Your social security number [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. 33 STATE STREET APT. 1		Apt. no.
City, town, or post office. If you have a foreign address, also complete spaces below. PORTLAND		State ZIP code 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 ☒ Single ☐ Head of household (HOH) ☐ Married filing jointly (even if only one had income) ☐ Qualifying surviving spouse (QSS) ☐ Married filing separately (MFS) If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: ☐ If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required):		
Digital Assets	At any time during 2024, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No	
Standard Deduction	Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien	

Age/Blindness You: ☐ Were born before January 2, 1960 ☐ Are blind Spouse: ☐ Was born before January 2, 1960 ☐ Is blind			
Dependents (see instructions):	(2) Social security number	(3) Relationship to you	(4) Check the box if qualifies for (see instr.): Child tax credit Credit for other dependents
If more than four dependents, see instr. and check here ☐	(1) First name Last name		

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]
	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]	

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Form 1040 (2024)

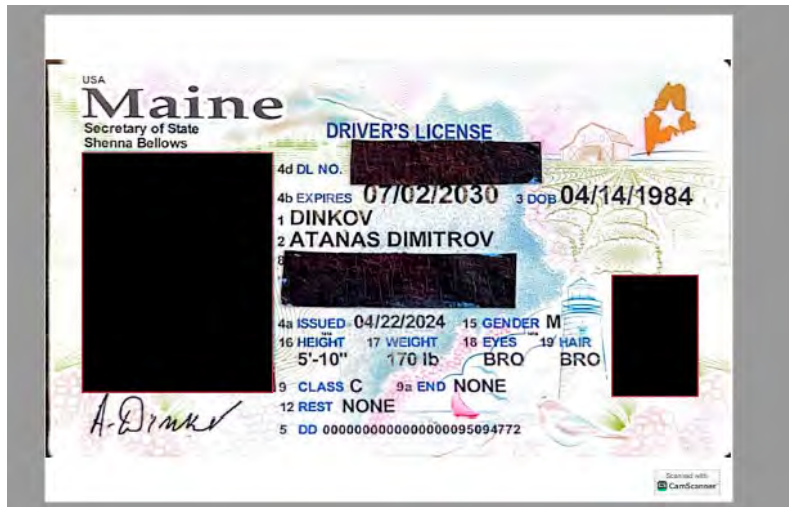
LHA 413921 12-30-24

3

15560320 147695 EMP6245

2024.03002 DINKOV, ATANAS D

EMP62452





Atanas Dinkov <addinkov01@gmail.com>

Fw: NOV for 33 State

1 message

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

Sun, Oct 26, 2025 at 8:26 AM

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

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

Good afternoon Mr. Dimitrov,

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

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

Unit 1 - \$10,650

Unit 2 - \$13,587.50

Unit 3 - \$11,700

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

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

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

Unit 1 - \$1,125 1 bedroom apartment

Unit 2 - \$1,175 1 bedroom apartment

Unit 3 - \$1,125 2 bedroom apartment

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

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

Sincerely,
 PTU Steering Committee

Portland Tenants Union Constitution DRAFT

Table of Contents

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

Introduction

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

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

Article I – Name

Portland Tenants Union [PTU].

Article II – Objectives and Principles

The objectives of PTU are:

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

Article III – Organizational Structure

3.1 Annual Membership Convention

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

3.2 Tenant Council

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

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

Article IV – Membership

4.1 Membership Criteria

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

4.2 Rights of Members

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

4.3 Responsibilities of Members

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

4.4 Dues

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

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

Dues Exemptions:

Tenants may request dues waivers in the following circumstances:

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

Financial Reimbursement from Landlords

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

Article V – Officers and Tenant Council

5.1 Co-Chairs

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

5.2 Secretary

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

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

5.3 Treasurer

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

5.4 Tenant Council Members

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

The Tenant Council will have the following powers:

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

5.5 Recalls

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

Article VI – Elections

6.1 Voting

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

6.2 Vacancies

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

Article VII – Amendments

Amendments to these bylaws may be initiated by:

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

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

Portland Tenants Union Constitution DRAFT

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

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

Personal ID No: [REDACTED]

Citizenship: **BULGARIA**

country

Sex: **MALE**

Mother: **YANITA RANGELOVA TSANKOVA**

name: first, father's, surname

Personal ID No/Date of Birth: [REDACTED]

Father: **ATANAS DIMITROV DINKOV**

name: first, father's, surname

Personal ID No/ Date of Birth: [REDACTED]

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

,dated **03.06.2024**

day, month, year

In: **PLOVDIV FIRST CENTRAL REGION, PLOVDIV**

place/ region, municipality

PLOVDIV

district

Date of issuing: **31.07.2024**

day, month, year

Civil Status Official:

Name: **KRASIMIRA NIKOLAEVA RADULOVA**

name and surname

Seal and signature:

Official Seal of Pazardzhik Municipality

Signature of Civil Status Official: ill.

PAZARDZHIC MUNICIPALITY

Attestes the authenticity of the signature and seal placed on this document

July 2024

Head of Civil Registration Department: sgd. ill.

/Tatyana Dimitrova Papazova/

Official Seal of Pazardzhik Municipality

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Country: Republic of Bulgaria

This public document

2. has been signed by **TATYANA DIMITROVA PAPAZOVA**

3. acting in the capacity of **CERTIFICATION OFFICER**

4. Bears the Seal of **PAZARDZHIC MUNICIPALITY**

Certified

5. at **PAZARDZHIC- BULGARIA** 6. On **31st July 2024**

7. by the **REGIONAL ADMINISTRATION PAZARDZHIC REGION**

8. Under the respective number: **PAZ-05-2629/31.07.2024**

9. Seal of **REGIONAL ADMINISTRATION PAZARDZHIC REGION**

10. Signature

Stamp: **LARISA SAVOVA**

REGIONAL ADMINISTRATION

REGION PAZARDZHIC

<http://apostille.gov.bg>

ID: **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



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

To whom it may concern

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

Saif Amini

Saif Amini

Date: 10/28/25

Atanas Dinkov

33 State Street
Portland, ME 04101

Date: November 4, 2025

To:

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

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

Dear Members of the Portland Rent Board,

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

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

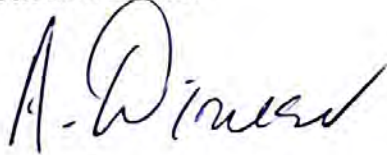
Given these reasons, I respectfully request that the Board dismiss the appeal in its entirety.

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

Thank you for your attention to this matter.

Sincerely,

Atanas Dinkov



Rent Board lack of Jurisdiction -

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

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

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

- *(c) To hear, review, and grant or deny complaints or appeals from Tenants, individually or collectively, regarding Rent charges or Rent increases not in compliance with the Rent Stabilization Ordinance, or other matters falling within the scope of the Rent Stabilization Ordinance, or allegations violations of Maine statute regarding the habitability of residential units; such appeals shall be heard and decided de novo;*

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

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

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

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

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

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

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

Incorrect Venue -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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 5th day of JANUARY, 2024.

Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased
33 State Street

Jan. 10, 2024

Only units 2 & 3 are
applied for LTRs

10261338 WARRANTY DEED

2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

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

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

2024 LONG-TERM RENTAL ADDITIONAL INFORMATION

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

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

Witness my/our hand(s) and seal(s) this 5th day of Jan, 2024.

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anted estate

s, which said
deed in

, 2024.

Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased
33 State Street

Jan. 10, 2024

Only units 2 & 3 are
applied for LTRs

Apr. 1, 2024

All 3 units were
rented out

LEASE CONTRACT

UNIT 2, 33 STATE STREET PORTLAND ME 04101

LEASE BEGINS February 17, 2024

LEASE EXPIRES February 28, 2025

DLN: 1

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] Age [REDACTED]

2. [REDACTED] Age [REDACTED]

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

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

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

Witness my/our hand(s) and

Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased
33 State Street

Jan. 10, 2024

Only units 2 & 3 are
applied for LTRs

Apr. 1, 2024

All 3 units were
rented out

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

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

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

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

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

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

4.

Timeline to Deception

Jan. 5, 2024

Mr. Dinkov purchased
33 State Street

Jan. 10, 2024

Only units 2 & 3 are
applied for LTRs

Apr. 1, 2024

All 3 units were
rented out

LEASE CONTRACT
UNIT 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. [REDACTED]

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

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

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

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

Account Number:

Issued By: Wilson, Alyssa

Status: Renewed

Period Start Date: 04/17/2024

Expiration Date: 12/31/2024

Last Renewal Date: 11/07/2024

Applied Date: 04/17/2024

Description:

Business

Locations

Fees

Attachments

Contacts

More Info

More Info | First Tab | License Details | Main Menu

More Info

Details

Number of Rental Units 2

BL Supplemental Information

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

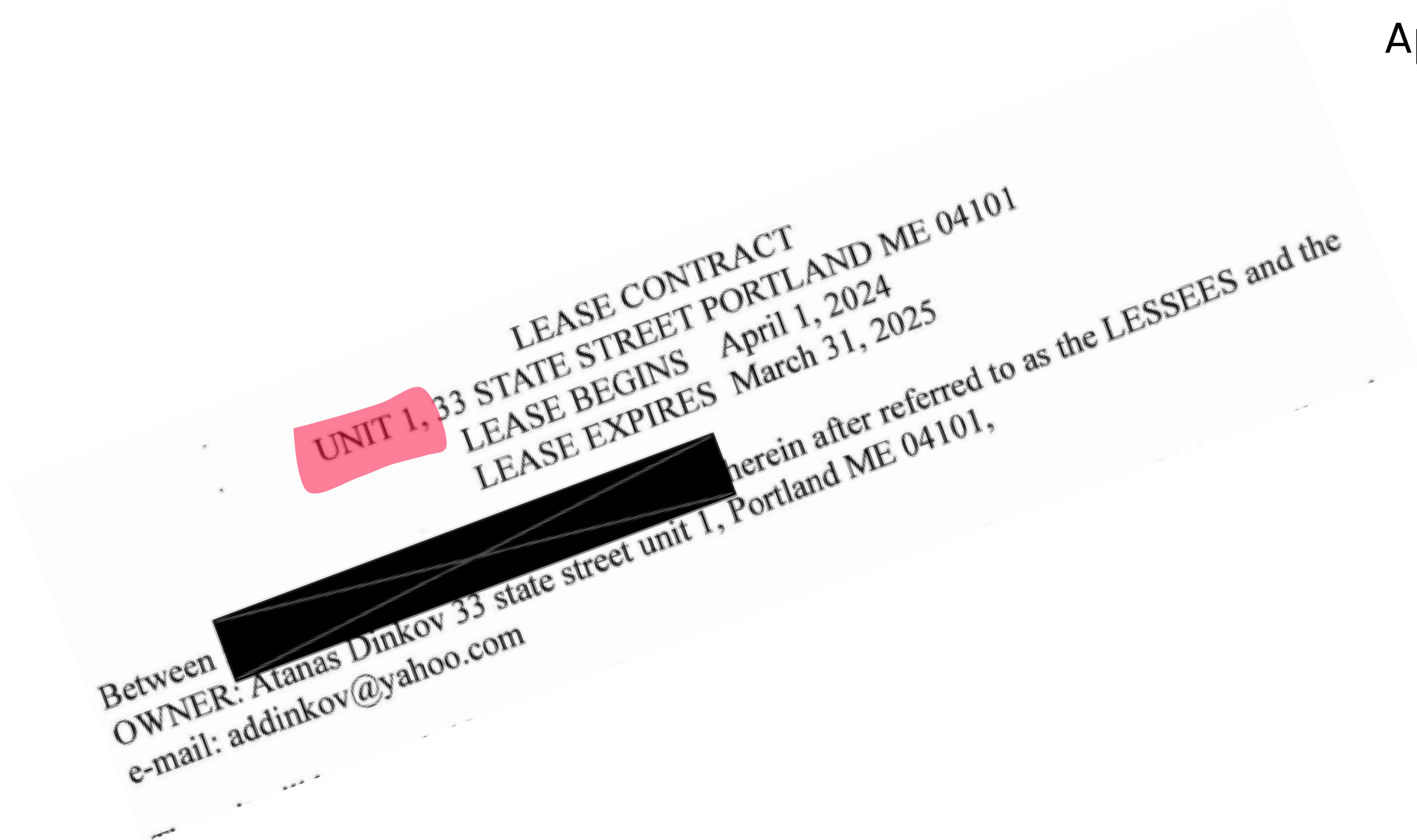
Assessor's Units 3

Page 119

False Claim of Owner Occupancy

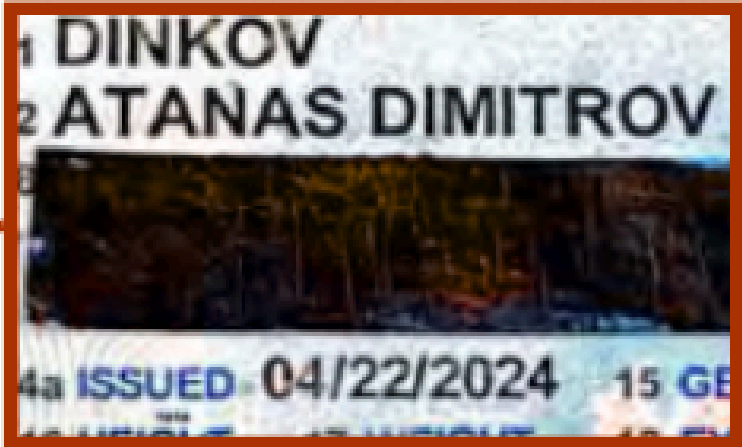
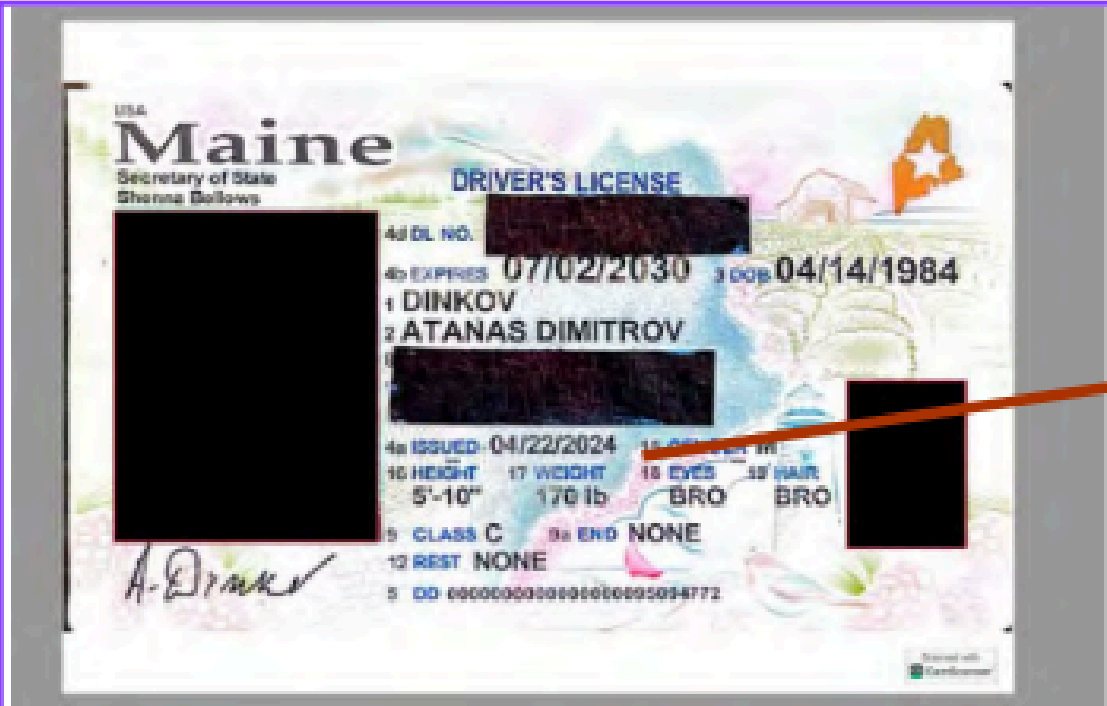
Mr. Dinkov repeatedly claimed Apt #1 as his residence, a unit that was occupied by tenants.

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



False Claim of Owner Occupancy

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



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

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



False Claim of Owner Occupancy

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

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

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

Thank you,
Paige

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

Thanks!

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

RESIDENCE:
33 State St Apt 1
Portland, ME 04101

DIRIGO

- 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

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

VIN	YEAR	MAKE	MODEL	COLOR
3VWD17AJXFM212387	2015	VOLK	JETTA	GY
REGISTRANT(s) DINKOV, ATANAS D			DOB/SSN # 04/14/1984	
LESSOR		UNIT #	DOT #	
MAILING ADDRESS PO BOX 1453 WELLS ME 04090			Registration Void Unless Validated VALIDATED REGISTRATION CITY OF PORTLAND, ME 05170 08/12/2024 \$139 98 29762674	
LEGAL RESIDENCE 33 STATE ST APT 1 PORTLAND			LEGAL RESIDENCE CODE 05170 ME	

Tax Receipt # 29762674

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.

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CITY OF PORTLAND
Permitting and Inspections Department

PRIMARY RESIDENCE AFFIDAVIT

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

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

Date: 11/07/24

LINDSAY E. LAMB
NOTARY PUBLIC
CUMBERLAND COUNTY
MAINE
MY COMMISSION EXPIRES MARCH 31, 2028

Hanas Dinkov
Signature

[Signature]
Notary Public/Attorney at Law

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

Vehicle Registr

2025 In

COLOR	GY
14/1984	21
Not Void	
Validated	
REGISTRATION	
PORTLAND, ME	
1/12/2024	
9 98	
2674	
S	
31969	

- Apr 1, 2024

Apt 1 rented out
- Apr. 22, 2024

Claimed Apt 1 as residence on license
- Apr. 23, 2024

Claimed Apt 1 as voting address
- July 1, 2024

Claimed Apt 1 on his car registration
- Nov. 7, 2024

Claimed Apt 1 as his residence on notarized STR affidavit
- Only submits 2025 LTRs for Units 2 & 3 again**

Exposed. Fined.

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

And Then The Story Changes

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

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

And Then The Story Changes

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

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

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

And Then The Story Changes

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

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

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

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

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

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

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

Residential

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

1973
Page 131

EE FAMILY

gal use with the Zoning Office

6

E ST 33

SF

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

Residential

Card

Style

Year Built

Stories

Attic

1

Long Term Rental Registration

LTRIN-103759-2023

Passed

5/27/2023

5/27/2023

Matt Sarapas

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

CheckListItem

General Comments

Comments

Note

missing detection and unit #s addressed same day

Basement Garage Spaces

Finished Basement Area

Basement Rec Room Area

Unfinished/Cathedral Area

Living Area

3

4 - FULL

0

200

1973

Page 132

16

E ST 33

SF

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

Ca
Sty
Year
Stor
Attic

Long Term Rental
LTRIN-103759-202
Inspection Comm

CheckListItem
General Comm

Note
missing detection

Basement
Finished Ba
Basement R
Unfinished/C
Living Area

ATANAS DIMITROV

License Details | Tab Elements | Main Menu

License Details

License Type: Long Term Housing
Registration - Multi
Family

District: N/A

Applied Date: 11/07/2024

Account Number:

Issued By: Lamb, Lindsay

Period Start Date: 11/07/2024

Status: Issued

Expiration Date: 12/31/2025

Description:

Business

Locations

Fees

Attachments

Contacts

More Info

More Info | First Tab | License Details | Main Menu

More Info

Details

Number of Rental Units 2

BL Supplemental Information

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

Assessor's Units 3

Page 133

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

Page 134

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;

SECTION 3: RENTAL UNIT INFORMATION

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

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

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

-33 State Street LTR Registration

Decision Avenue #2:

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

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

–City memo

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

Decision Avenue #2:

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

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

9

-City memo

Decision Avenue #3:

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

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

-Sec. 6-111. Minimum plumbing standards.

Decision Avenue #3:

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

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

-Sec. 6-111. Minimum plumbing standards.

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

-Sec. 6-111. Minimum plumbing standards.

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-Sec. 6-111. Minimum plumbing standards.

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

-City memo

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

No person shall occupy as owner-occupant or shall let to another for occupancy any dwelling, dwelling unit, or rooming unit which is or would be overcrowded as determined by the following minimum standards for space and occupancy:

- (f) *Basement dwelling units.* Every room in any cellar or basement used for the purposes of a habitable room shall meet the following conditions:
1. The ceiling shall have a clear inner height of at least seven (7) feet and shall be at least three (3) feet above the grade of the ground at the points where the required windows open.
 2. The floor and walls shall be water- and damp-proof and the room shall be well drained and dry.
 3. There shall be one (1) or more windows, the combined total sash area of which shall be not less than eight (8) square feet, or one-twelfth of total floor area, whichever is greater, which windows shall open readily for purposes of ventilation directly to the outside air.



Boarded up windows to 33 State Street
Basesment. 1/20/2025

Adding to the evidence that the basement did not meet the living standards of a rooming unit, Mr.

Dinkov texted his tenants on
November 11, 2024,

“Based on some safety issues concern and conversation with certified plumber the laundry room will not be available till the end of the year”



Decision Avenue #4:

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

**All five tenants, occupying all
three units, confirm, under
oath, that the landlord never
lived at the property**

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

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

3. At the beginning of our lease term Mr. Dinkov told me that he was a renter in Ogunquit, ME and he discussed living in Ogunquit on multiple occasions.

7. At no point during the entirety of my tenancy did my landlord, Mr. Atanas Dinkov, make the basement of the building his residence. I know this based on what I saw and heard, and based on Mr. Dinkov's own statements to me.

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

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

3. At the beginning of our lease term in Ogunquit, ME and he discussed living there.

7. At no point during the entirety of my tenancy did Mr. Dinkov make the basement of the building his residence, as I never heard, and based on Mr. Dinkov's own statements,

2. Included in our lease was the use of a laundry room, which took up a large portion of the basement, and contained the only three windows in the basement. I did my laundry there one evening every week, and never saw evidence of Mr. Dinkov living there.

3. When I toured the unit on March 26, 2024 before moving into the property, Mr. Dinkov told me that he was a tenant himself, and lived in Ogunquit, Maine. He continued to mention this fact throughout my tenancy, saying that he had to drive over 30 minutes to reach both work in South Portland and 33 State St. from his home.

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

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

2. Included in our lease was the use of a laundry room, which took up a large portion of the basement, and contained the only three windows in the basement.

3. After those tenants moved in, Mr. Dinkov was occasionally present at the Building to perform work in the basement, but at no time did he live in the basement or establish any living space there. The basement contained laundry facilities for tenants but no setup consistent with a residence.

6. There were many times that Mr. Dinkov alluded to the fact that he lived a 45 minute drive from Portland, not in Portland proper.

home.

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

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

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

3. At no point during the year that I lived at 33 State St. did my landlord, Atanas Dinkov, make the basement or any other place in the building his residence. I know this because of things Mr. Dinkov told me and my observations of what took place at the property.

5. The first time I met Mr. Dinkov, when I toured the property with my roommate on March 16, 2024, he told me and my roommate that he lived in Ogunquit.

m, which took up a large
ree windows in the basement.
d never saw evidence of Mr.
moving into the property, Mr.
ved in Ogunquit, Maine. He
cy, saying that he had to drive
south Portland and 33 State St. from his

minute drive from Portland, not in Portland proper.

home.

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

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

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

3. At no point during the year that I lived at 33 State St. did my landlord, Atanas Dinkov, make the basement or any other place in the building his residence. I know this because of things Mr. Dinkov told me and my observations of what took place at the property.

5. My roommate and I did not see Mr. Dinkov at the property. At no point during my tenancy did my landlord, Atanas Dinkov, reside in the basement as his primary residence. I know this based on my knowledge of what took place at the property, and Mr. Dinkov's own statements he made to me.

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

...n, which took up a large
...ree windows in the basement.
...d never saw evidence of Mr.

...moving into the property, Mr.

...aine. He
...had to drive
...from his

Mr. Dinkov's "Evidence" Doesn't Add Up

Mr. Dinkov has failed to provide meaningful evidence that he lived anywhere at 33 State Street during the time period in question.

Mr. Dinkov's "Evidence" Doesn't Add Up

The UPS Driver's note

The letter provided by a UPS driver was signed 3 months after the tenants had moved out, and does not contradict the evidence provided.

Mr. Dinkov's "Evidence" Doesn't Add Up

The Neighboring Landlord's note

The neighboring landlord claims he could no longer use the laundry room, as Mr. Dinkov was moving into the basement in Aug., 2024. However, the laundry room remained in use until Nov. 11, 2024, when Mr. Dinkov informed his tenants that it would no longer be safe, reducing their rent by \$15.

(As a side note, if what the note said were true, it, again, contradicts his having registered 33 State as owner-occupied in April, 2024.)

Mr. Dinkov's "Evidence" Doesn't Add Up

The Parking Tickets

Mr. Dinkov provided 3 parking tickets from in front of his building. Two were imposed outside the time period in question. Only one covers the time period and it is during the afternoon – a time when even the tenants testified he was sometimes present demolishing the basement.

Mr. Dinkov's "Evidence" Doesn't Add Up

Text From Apt #1

Mr. Dinkov uses a text from the first floor tenants about noise at 7:30am on Nov. 2, 2024 to suggest that he was there overnight. In truth, **the full text references demolition noise from the basement.** The tenants confirm this fact in their affidavit.

Mr. Dinkov's "Evidence" Doesn't Add Up

Appraisals

Mr. Dinkov provided two *partial* appraisals of the property, neither of which describe a room that fits the city's habitability criteria for a dwelling unit. Indeed, **the 2024 appraisal valued the basement at \$12 per sf, vs \$55 per sf for "Living Areas."**

Mr. Dinkov's "Evidence" Doesn't Add Up

1983 Inspection

This **inspection is 42 years old**, and **every official document** surrounding his purchase of the property, and his ownership, **shows there are only 3 dwelling units and only 3 bathrooms** in the building, as shown in slides 17–21.

Mr. Dinkov's "Evidence" Doesn't Add Up

Where did he live?

While we cannot prove where Mr. Dinkov lived from 4/1/2024 to 3/31/2025, (because all his documents claim he lived in Unit 1, when clearly he did not), nor is it necessary, we suspect he lived at 33 Cherry Lane in Ogunquit, as **he issued monthly Venmo payments** to the owner of this property often **using the "rent" emoji** 🏠, which corresponds with what he told his tenants.

Mr. Dinkov's "Evidence" Doesn't Add Up

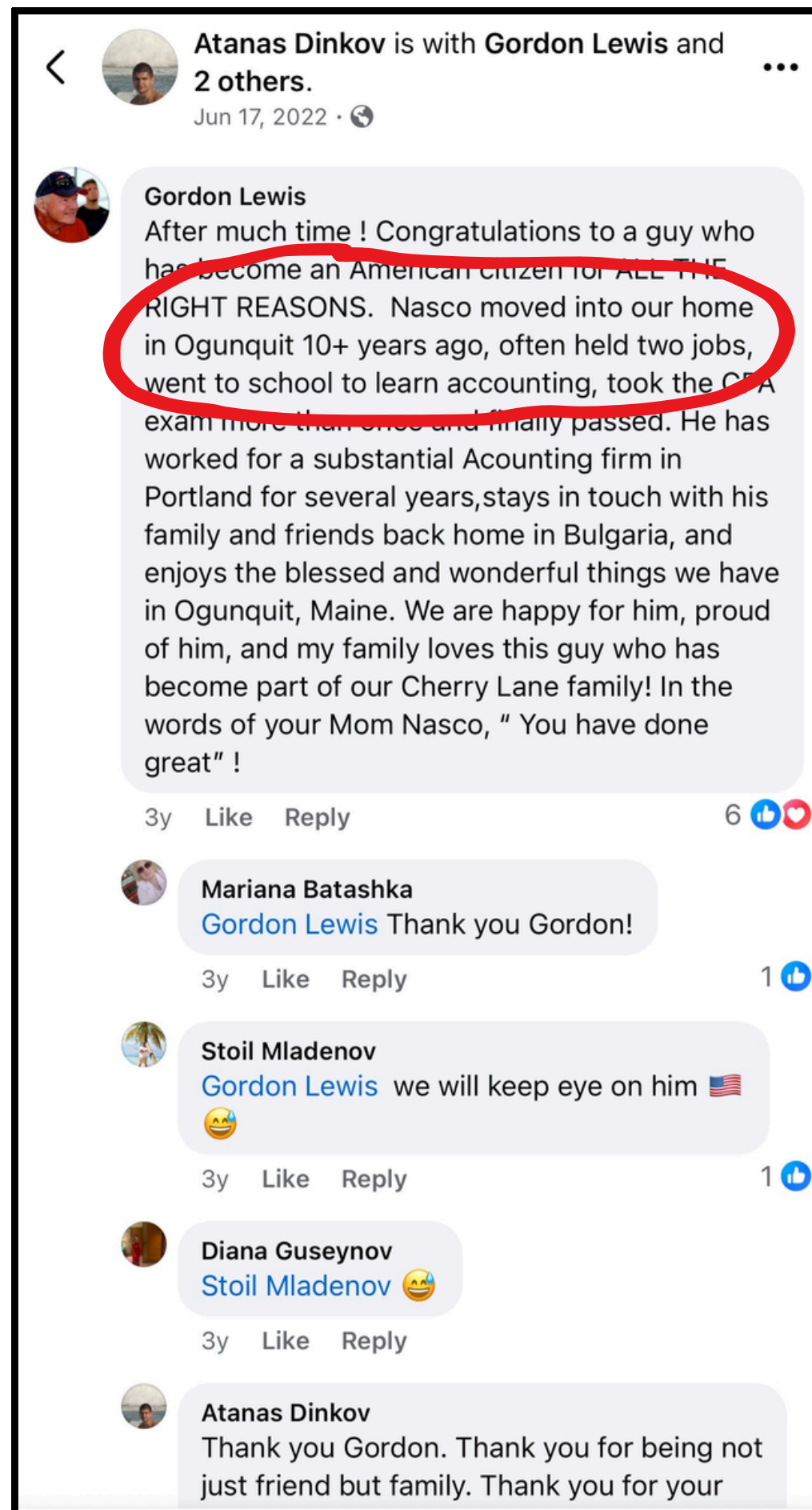
Where did he live?

Despite a note from his landlords claiming that he was merely renting office space, a note **not given under oath**, the same landlords posted on Mr. Dinkov's Facebook page over the years:

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

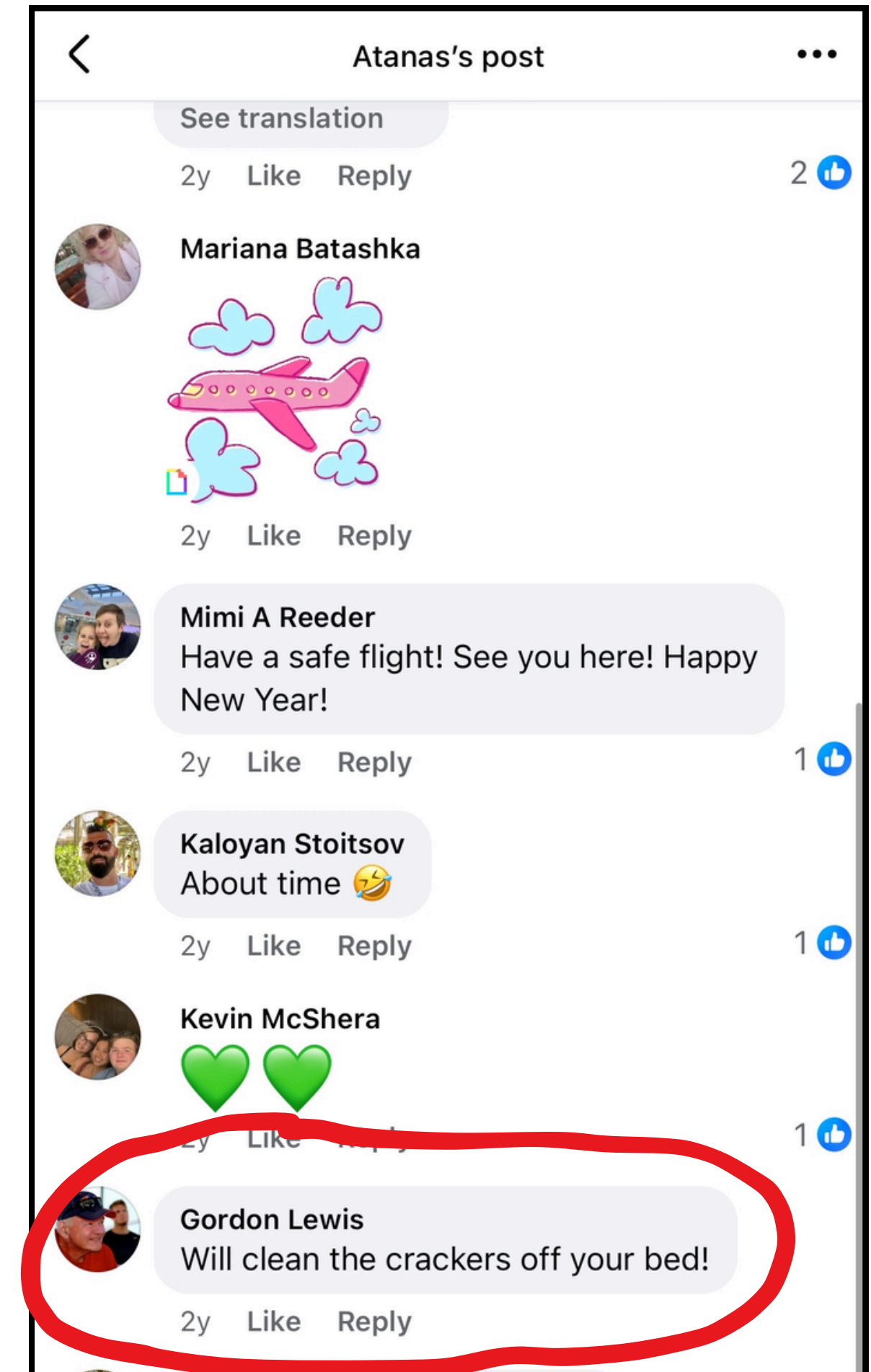
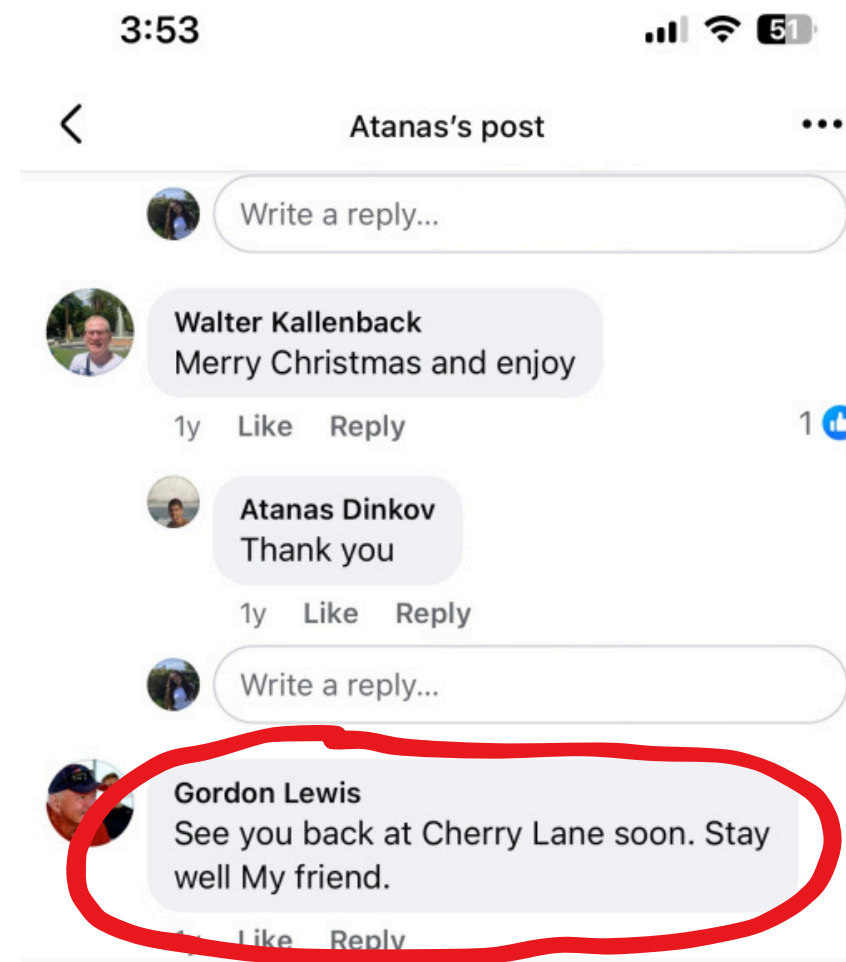
"Will clean the crackers off your bed!"

"See you back at Cherry Lane soon."



Where *Did* He Live?

More than just a rented
"work space"?



Summary Findings

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- 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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- 1. Revoke Mr. Dinkov's primary residence exemption.**
- 2. Repeal all rent increases imposed** by Mr. Dinkov in 2024 and require that **tenants be fully refunded the amounts they were overcharged.**
3. Ensure that the **tenants** of Unit 1 and 2 are each **given one month's rent** as compensation for being given less than 90-days notice to vacate the unit.

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- 1. Revoke Mr. Dinkov's primary residence exemption.**
- 2. Repeal all rent increases imposed** by Mr. Dinkov in 2024 and require that **tenants be fully refunded the amounts they were overcharged.**
3. Ensure that the **tenants** of Unit 1 and 2 are each **given one month's rent** as compensation for being given less than 90-days notice to vacate the unit.
- 4. Impose fines** on Mr. Dinkov of at least \$100 per month per unit **for illegal rent increases collected; \$100 per violation for inadequate notice compensation; \$1,000 for filing false information** in regard to owner-occupancy in his STR application; and \$100 per instance **for not posting the tenant rights document.**

City of Portland – Housing Safety Division
TENANT RIGHTS COMPLAINT

Date of Hearing:

December 17, 2025 - Tabled to January 28, 2026 - Tabled to February 11, 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>
To: Rentboard@portlandmaine.gov

Mon, Nov 17, 2025 at 6:52 PM

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>
To: Dylan Orr <dorr@portlandmaine.gov>

Wed, Nov 19, 2025 at 10:53 AM

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, Gallardo677@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](https://www.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

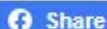
On Oct 2 around 7:30 a.m., the property manager knocked about a reported noise complaint. A brief verbal argument had already ended. Police came ~10 minutes later; no names provided; no citation; they left. Days later I received a written "lease violation" for "obnoxious behavior." Two weeks before, 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

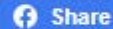
REPORTER
An anonymous
SeeClickFix user



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



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 case number into the Public Records Search



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

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 x



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





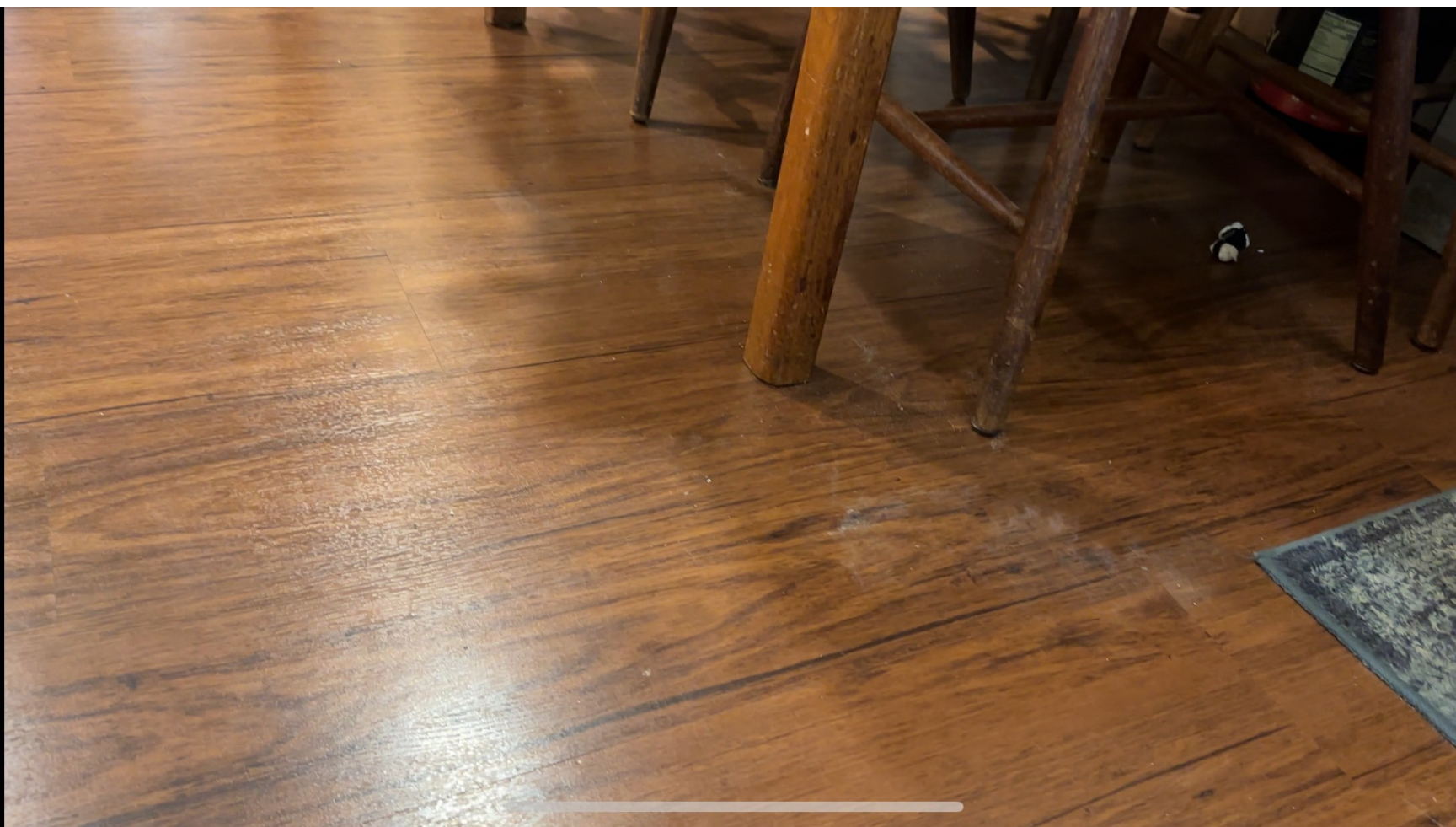






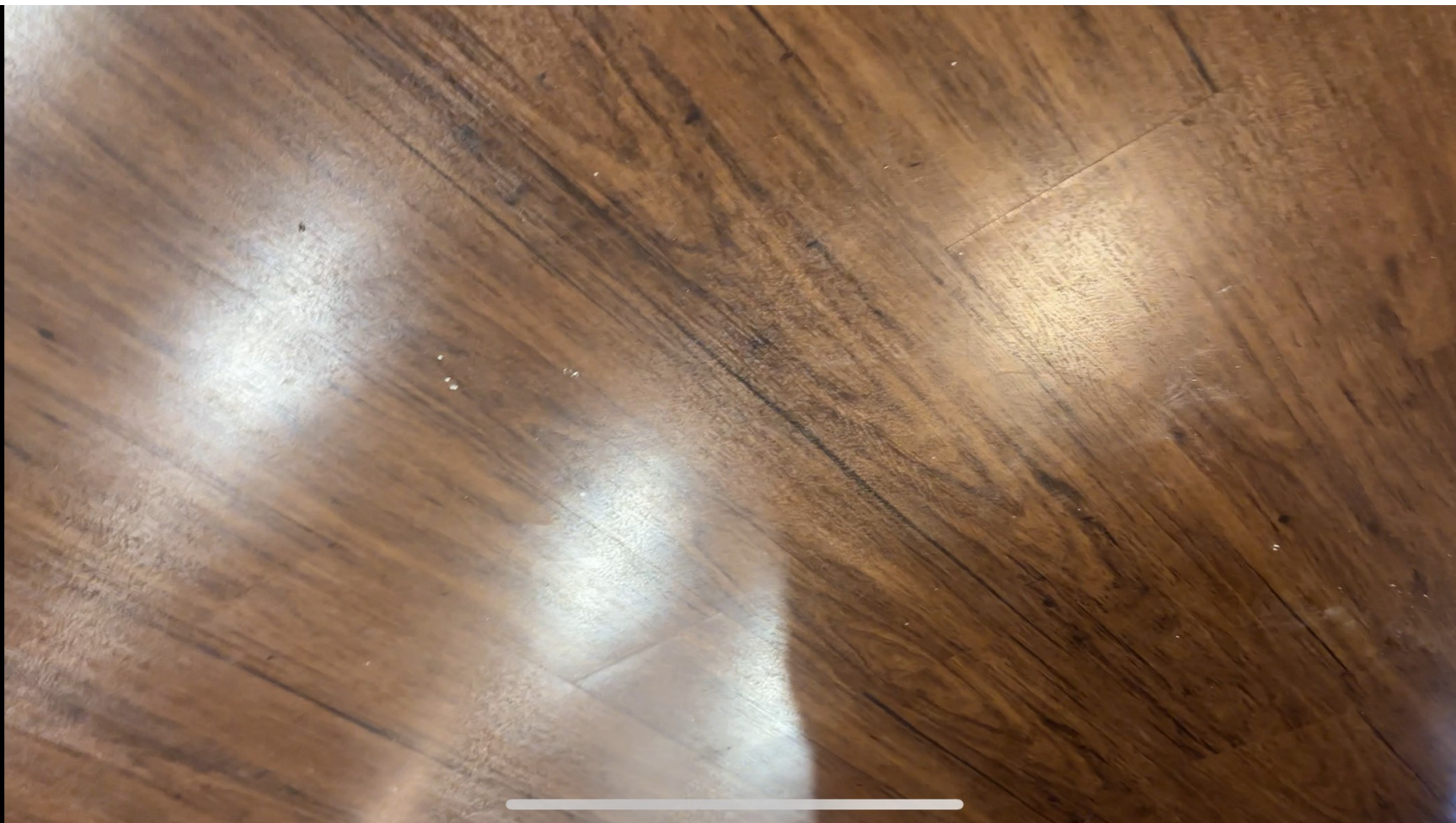














NINETY (90) DAY NOTICE OF NON-RENEWAL OF LEASE

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:

A handwritten signature in cursive script that reads "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