RENT BOARD

March 25, 2026
5:00 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:
https://portlandmaine-gov.zoom.us/j/85205631634?pwd=nsqaWrLj07XiaOf7K2AwaXRIP9L7u1.1
Passcode:068783

Phone one-tap:
+13092053325,,85205631634#,,,,*068783# US
+13126266799,,85205631634#,,,,*068783# US (Chicago)

Join via audio:
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
Webinar ID: 852 0563 1634
Passcode: 068783
International numbers available: https://portlandmaine-gov.zoom.us/u/kcty8TKeSX

II. ROLL CALL:

III. APPROVAL OF MINUTES

a. February 25, 2026 Minutes

IV. COMMUNICATIONS:

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

a. Court Decisions for 655 Congress St & 59 State St Appeals

V. UNFINISHED BUSINESS:

a. Approval of Findings of Fact & Conclusions of Law

b. Rent Increase Application - Public Comment
Owner: Justin Theberge, 14 Dry Pond Rd, Gray, ME 04039
Address: 8 Massachusetts Ave, all 3 units
CBL: 186-D-024-001

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

VI. New Business

a. Rent Increase Application - Completeness Review
Owner: Amanda Giroux, 9 Lucina Terrace, Gorham, ME 04038
Address: 90 Rockland Ave
CBL: 185-J-001-001

b. Rent Increase Application - Completeness Review
Owner: Anna Kuperman and Marina Kuperman-Beade, 17 Twelfth St, Providence, RI 02906
Address: 305 Deering Ave, both units
CBL: 117-C-001-001

VII. Adjourn

<u>Remote Rent Board Meeting Minutes - Held Via Zoom</u>

Wednesday, February 25, 2026

II. Roll Call - 0:00:42

Matthew Lax, Tenant, District 1 - Chair
Vacant, District 2
Christopher “Buddy” Moore, Tenant, District 3 - Absent of the time of roll call, entered the meeting at 1:10:12
Rebecca Bolduc, Homeowner, District 4
Vacant, District 5
Anne-Laure Razat, Tenant, At-Large - Vice Chair
Kristen Carreras, Landlord, At-Large

<u>Staff present:</u>
Dylan Orr, Rental Registration Coordinator
Benjamin Plante, Esq., Counsel for the Rent Board

III. Approval of Minutes - 0:01:18 & 1:53:50

a. January 28, 2026 Minutes – 0:01:30

0:01:54 - Anne-Laure Razat moves to approve January 28th, 2026 minutes. Seconded by Kirsten Carreras. (3-0; Moore absent, Bolduc abstains) The motion fails.

See 1:53:50

b. February 11, 2026 Minutes – 0:03:01

0:03:53 - Matthew Lax moves to approve February 11, 2026 minutes with the stated changes Seconded by Rebecca Bolduc. (4-0; Moore absent) The motion passes.

IV. Communications - 0:04:35

No communications were received.

V. Unfinished Business - 0:04:43

a. **Rent Increase Application - Completeness Review -** 0:05:44 & 0:21:54
Owner: Justin Theberge, 14 Dry Pond Rd, Gray, ME 04039
Property Address: 8 Massachusetts Ave, all 3 units
CBL: 186-D-024-001

0:06:01 - Rebecca Bolduc states on record relation to applicant.

b. **Tenant Rights Appeal - Public Comment -** 0:37:25
Appellant: Shelley Swift
Property Address: 193 York St, Unit 2
Property Owner: 193 York Street LLC
CBL: 044-C-004-001

See 0:37:25

c. **Rent Increase Application - Completeness Review -** 0:09:52
Owner: Theresa Chan, 196 Danforth St, Portland, ME 04102
Property Address: 210 High St, all 6 units
CBL: 036-F-013-001

0:20:27 - Rebecca Bolduc moves to table to the next meeting, with request for information from the applicant. Seconded by Kristen Carreras. (4-0; Moore absent). The motion passes.

0:21:54 - The Board resumes item V.a.

0:34:28 - Kristen Carreras moves to find 8 Massachusetts Avenue applications all three units complete and to schedule for public comment at the next regularly scheduled meeting. Seconded by Anne-Laure Razat. (4-0; Moore absent). The motion passes.

0:37:25 - The Board resumes item V.b.

0:39:13 - Rebecca Bolduc states preparations made from January 28th, 2026 minutes.

0:43:50 - Appellant presents.

0:49:30 - Objector responds.

0:58:10 - Questions from the Board.

1:05:23 - Kristen Carreras moves to close the public record for 193 York Street. Seconded by Anne-Laure Razat. (4-0; Moore absent). The motion passes.

1:10:12 - Christopher “Buddy” Moore joins the Rent Board meeting.

1:13:12 - Matthew Lax asked both parties if they were comfortable with Christopher "Buddy" Moore joining and weighing into the conversation.

1:14:40 - Anne-Laure Razat moves to find the movement to quit was an adverse action that occurred within six months of the tenant asserting her rights under the ordinance and created a rebuttable presumption under 6-237(e). Seconded by Kristen Carreras. (5-0). The motion passes.

1:16:46 - Kristen Carreras moves to find, based on the additional evidence the landlord has submitted, the landlord has sufficiently demonstrated that the notice to quit was not retaliatory. Seconded by Matthew Lax. (5-0). The motion passes.

d. Approval of Findings of Fact & Conclusions of Law - 1:20:17

1:23:20 - Matthew Lax moves to approve 183 Bracket Street Findings of Fact & Conclusions of Law. Seconded by Anne-Laure Razat. (4-0; Bolduc abstains). The motion passes.

1:26:26 - 1:48:14 The Board takes a recess.

1:52:14 - Rebecca Bolduc moves to approve 33 State Street Findings of Fact & Conclusions of Law. Seconded by Matthew Lax. (5-0). The motion passes.

1:53:50 - The Board resumes item III.b. Kristen Carreras moves to approve January 28th, 2026 minutes. Seconded by Matthew Lax. (4-0; Bolduc abstains) The motion passes.

VII. Adjourn - 1:54:34

1:54:34 - Kristen Carreras moves to adjourn. Seconded by Anne-Laure Razat. (5-0). The motion passes.

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
CIVIL ACTION
NO. PORSC-AP-2025-00025

TRELAWNY 657, LLC,

Plaintiff

v.

CITY OF PORTLAND,

Defendant

DECISION

Pursuant to Maine Rule of Civil Procedure 80B, Plaintiff Trelawny 657, LLC appeals a written decision of the City of Portland Rent Board, dated August 12, 2025 ("the Decision"), on a tenant complaint for violations of the City's Rent Stabilization Ordinance ("the RSO"). For the following reasons, the court affirms the Decision.

BACKGROUND

Plaintiff owns property at 655 Congress Street, Portland, Maine ("the Property"), consisting of rental units, some of which are considered "covered units" subject to the RSO. Geoffrey Rice is the managing member of Plaintiff and other LLC-owners of several apartment buildings in Portland. *See* R. 1, 4, 315, 328-29.

On July 3, 2024, the Trelawny Tenants Union filed a complaint alleging that Plaintiff had increased rent for at least seven units in violation of the RSO in 2023 and 2024 and charged an illegal gas fee to almost every tenant of the Property. R. 17-18. The complaint also addressed violations at another property owned by an

LLC managed by Geoffrey Rice, 655 Congress Street. Twenty-one individuals who represented that they were "tenants of Geoffrey Rice" signed the complaint. R. 21.

The Board held a public hearing on the Union's complaint on August 19, 2024. R. 260. At the hearing, the Union stated that it represented the tenants of buildings owned or managed by Geoffrey Rice. R. 264. The Union submitted evidence about a gas fee that resulted in overcharges to 44 tenants at the Property, cited a previous decision of the Board that found a series of violations at the Property and 59 State Street, and identified five additional illegal rent increases at the Property since 2022. R. 19-21, 116-20, 264-70. The Board voted to table the matter to allow the parties to provide additional information regarding the Union's standing. R. 290.

At a Board meeting on May 28, 2025, the parties addressed standing, jurisdiction, and recently issued notices of violation. R. 306-30. On June 25, 2025, the Board deliberated on the complaint, R. 362-92, and, on August 12, 2025, the Board issued its Decision, R. 1-15.

The Board found that Plaintiff was "not in substantial compliance" with the RSO from December 8, 2022, to May 28, 2025, ordered Plaintiff to refund tenants for rent increases imposed between those dates pursuant to section 6-234(f) of the RSO, and assessed a $120,000 fine against Plaintiff based on $250 for each of 480 violations of the RSO. R. 14-15. Plaintiff filed this appeal on July 3, 2025.[1]

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[1] In his brief, Plaintiff's attorney recites numerous facts that he admits do not exist in the administrative record and makes arguments based on that extrajudicial information. The court disregards those portions of Plaintiff's brief. *See* M.R. Civ. P. 80B(f) (Superior Court's review pursuant to Rule 80B is limited to the administrative record).

LEGAL STANDARD

The Superior Court's jurisdiction to hear Rule 80B appeals is a function of statute. 4 M.R.S. § 105(3)(A) (2025); *see* M.R. Civ. P. 80B(a); *Norris Fam. Assocs., LLC v. Town of Phippsburg*, 2005 ME 102, ¶ 13, 879 A.2d 1007. When the Superior Court acts in an appellate capacity pursuant to Rule 80B, the court reviews the operative decision of a municipality for errors of law, abuse of discretion, or findings not supported by substantial evidence in the record. *Grant v. Town of Belgrade*, 2019 ME 160, ¶ 8, 221 A.3d 112. "The judgment of the court may affirm, reverse, or modify the decision under review or may remand the case to the governmental agency for further proceedings." M.R. Civ. P. 80B(c). The party seeking to vacate the decision bears the burden of persuasion on appeal. *Olson v. Town of Yarmouth*, 2018 ME 27, ¶ 11, 179 A.3d 920.

The interpretation of a local ordinance is a question of law, which the Superior Court reviews de novo. *Priestly v. Town of Hermon*, 2003 ME 9, ¶ 7, 814 A.2d 995. When interpreting an ordinance, the court first looks at "the plain meaning of its language." *21 Seabran, LLC v. Town of Naples*, 2017 ME 3, ¶ 12, 153 A.3d 113. Courts must, however, "construe the terms of an ordinance reasonably, considering its purposes and structure and to avoid absurd or illogical results." *See Olson*, 2018 ME 27, ¶ 11, 179 A.3d 920 (quotation marks omitted) (quoting *Fryeburg Tr. v. Town of Fryeburg*, 2016 ME 174, ¶ 5, 151 A.3d 933).

DISCUSSION

The court will address each of Plaintiff's challenges to the Decision in turn.

A. Jurisdiction

Plaintiff argues that the Board lacked jurisdiction to hear the Union's complaint, apparently claiming that the complaint was actually an appeal of the City's failure to issue a notice of violation with respect to a rent increase, which Plaintiff argues should have been brought pursuant to Rule 80B. Neither the Union's complaint nor the RSO supports Plaintiff's argument.

Section 6-263(c) of the RSO provides that the Board has jurisdiction 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 [RSO], or other matters failing within the scope of the [RSO]." R. 467. The Union alleged that Plaintiff was not in substantial compliance with the RSO due to a historical pattern of illegal fees and rent increases. R. 18-22. The Union's complaint was not an appeal from any City action, and the Board clearly had jurisdiction pursuant to section 6-263(c).

B. Justiciability

Next, Plaintiff argues that the Union's complaint was nonjusticiable because the Union failed to demonstrate that it had standing and the issues raised in the complaint were moot.

Administrative standing is distinct from judicial standing, and whether a party has administrative standing depends on the language of the governing ordinance. *Nergaard v. Town of Westport Island*, 2009 ME 56, ¶ 12, 973 A.2d 735; *see Upstream Watch v. City of Belfast*, 2023 ME 43, ¶ 12, 299 A.3d 25. Here, section 6-243(a) provides that "[a]ny Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this Chapter in any complaint, appeal, or other proceeding brought before . . . the Rent Board . . . ." R. 463.

The Board's determination that the Union had standing to file the complaint is supported by the language of section 6-243(a). To the extent that Plaintiff argues that the Union did not demonstrate that it had authority to assert the rights of *all* tenants of Plaintiff and/or Geoffrey Rice, the RSO's definition of "Tenants Union" in section 6-232 does not require such a showing. *See* R. 454 (defining "Tenants Union" as "any group . . . of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions . . . .").

Plaintiff suggests that the Union's complaint was moot because Plaintiff had corrected past violations referenced by the Union. The court disagrees because the Union's complaint was based on a pattern of violations of the RSO, rather than any single violation that may have been resolved, and the Union introduced evidence of additional illegal rent increases at hearing. *See Clark v. Hancock Cnty. Comm'rs*, 2014 ME 33, ¶ 11, 87 A.3d 712 ("An issue is moot when there is no real and substantial controversy, admitting of specific relief through a judgment of conclusive character." (quotation marks omitted) (quoting *Doe I v. Williams*, 2013 ME 24, ¶ 14, 61 A.3d 718)).

C. Res Judicata and Estoppel

Plaintiff asserts that the notices of violation issued by the City have a preclusive effect against the Union's complaint. Similarly, he argues that the City is estopped from imposing penalties because he was "told by the City that it had cleared the violations." Pl.'s Br. ¶ 169.

Res judicata has two components: claim preclusion and issue preclusion. *Portland Water Dist. v. Town of Standish*, 2008 ME 23, ¶ 7, 940 A.2d 1097. "Claim preclusion prevents relitigation if: (1) the same parties or their privies are involved in both actions; (2) a valid final judgment was entered in the prior action; and (3) the matters presented for decision in the second action were, or might have been litigated in the first action." *Id.* ¶ 8 (quotation marks omitted) (quoting *Macomber v. MacQuinn-Tweedie*, 2003 ME 121, ¶ 22, 834 A.2d 131). Issue preclusion, on the other hand, "prevents the relitigation of factual issues already decided if the identical issue was determined by a prior final judgment, and the party estopped had a fair opportunity and incentive to litigate the issue in a prior proceeding." *Id.* ¶ 9 (quotation marks omitted) (quoting *Macomber*, 2003 ME 121, ¶ 22, 834 A.2d 131).

Neither doctrine bars the Union's complaint. As to claim preclusion, the Union was not a party to the notice of violation proceedings. As to issue preclusion, the Union did not seek to relitigate the prior notices of violation, and, again, the Union was not a party to the notice of violation proceedings.

Relatedly, Plaintiff argues that the City is estopped from assessing fines against him because the City could have done so in the context of the notices of violation. "To prove equitable estoppel against a governmental entity, the party asserting it must demonstrate that (1) the statements or conduct of the governmental official or agency induced the party to act; (2) the reliance was detrimental; and (3) the reliance was reasonable." *Dep't of Health & Hum. Servs. v. Pelletier*, 2009 ME 11, ¶ 17, 964 A.2d 630. A misrepresentation at the center of an equitable estoppel claim "may arise through a combination of misleading statements, conduct, or silence." *Id.* ¶ 18.

As the City points out, the record is devoid of evidence of any statement or conduct by the City or the Board that induced Plaintiff to act or refrain from acting. In addition, the Board's decision does not rest on any single notice of violation that Plaintiff may have resolved; it rests on a pattern of numerous, repeated violations.

D. Interpretation of Section 6-234(f)

Plaintiff argues that section 6-234(f) is unconstitutionally vague and that the Board's interpretation is arbitrary and capricious. Section 6-234(f) provides that a "landlord who is not in substantial compliance with any provision of this chapter, including but not limited to [the RSO], may not demand, accept, or retain any rent increase otherwise permitted by this section . . . ." R. 459.

"An ordinance is improperly vague when its language either forbids or requires the doing of an act in terms so vague that people of common intelligence must guess at its meaning, or if it authorizes or encourages arbitrary and discriminatory enforcement." *Town of Baldwin v. Carter*, 2002 ME 52, ¶ 10, 794 A.2d 62 (citation modified).

Applying the ordinary meaning of the terms "substantial" and "compliance," a landlord who commits violations of the RSO that are significant, not de minimis, is subject to the described restriction and penalty. *See Bushey v. Town of China*, 645 A.2d 615, 617-18 (Me. 1994) (explaining that an undefined term does not necessarily render an ordinance unconstitutionally vague, and that the court should consider the plain and ordinary meaning of undefined words). To avoid imposition of section 6-234(f), a landlord simply must comply with the provisions of the RSO. *See S*** S*** v. State*, 299 A.2d 560, 568 (Me. 1973) ("If no standard of conduct is specified at all, legislation is unconstitutionally vague. It is valid legislation, however, if it requires a person to conform his conduct to an imprecise but comprehensible normative standard."). The court therefore agrees with the City that section 6-234(f) is not impermissibly vague.

The Board's interpretation of section 6-234(f) is also reasonable. The purpose of the RSO, as expressly stated in section 6-230, is to

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

R. 430. Because Plaintiff was found to be "not in substantial compliance" with the RSO from December 8, 2022, to May 28, 2025, the Board determined that he may not "retain" any rent increases during that period under section 6-234(f)—including increases that were "otherwise permitted" under the RSO.

Plaintiff argues that section 6-234(f) must be construed so as to limit its effect to the specific unit or units affected by illegal rent increases. In other words, he contends that a landlord should only be required to reimburse rent increases during the period of substantial noncompliance that were illegal. The plain language of section 6-234(f), however, does not limit its effect to particular units. It applies the penalty to any *landlord* who is not in substantial compliance and encompasses rent increases that were "otherwise permitted."[2] The Board's interpretation of section 6-234(f) is therefore consistent with the plain language. This reading is also consistent with the purposes of the RSO because it operates as a strong deterrent against illegal rent increases.

In sum, the court upholds the Board's interpretation of section 6-234(f).

E. Substantial Evidence

Finally, Plaintiff argues that the Board's finding that Plaintiff was "not in substantial compliance" from December 8, 2022, to May 28, 2025, is not supported by substantial evidence. To the contrary, there is evidence in the record, including notices of violation and presentations by tenants at public hearings, that supports

[2] Section 6-232 of the RSO defines landlord as "an owner, manager, managing agent, sublessor, or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities." R. 451.

the Board's findings that Plaintiff charged tenants of the Property an illegal gas fee and increased the rent above the allowable percentage in several units during this time. *See, e.g.*, R. 115-16, 126-28, 198-206, 247-51, 255-58.

CONCLUSION

For the foregoing reasons, none of Plaintiff's challenges to the Board's Decision are persuasive. The Decision is therefore affirmed.

The entry is:

Plaintiff Trelawny 657, LLC's appeal is DENIED. The decision of Defendant City of Portland's Rent Board, dated August 12, 2025, is AFFIRMED.

The clerk is directed to incorporate this decision into the docket by reference. M.R. Civ. P. 79(a).

Dated: March 17, 2026

Darcie N. McElwee
Justice, Maine Superior Court

Jeremy W. Dean, Portland, for Plaintiff
Amy R. McNally, Associate Corporation Counsel, for Defendant City of Portland

Entered on the Docket: 3/18/26

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
CIVIL ACTION
NO. PORSC-AP-2025-00026

59 STATE STREET, LLC,

Plaintiff

v.

CITY OF PORTLAND,

Defendant

DECISION

Pursuant to Maine Rule of Civil Procedure 80B, Plaintiff 59 State Street, LLC appeals a written decision of the City of Portland Rent Board, dated August 12, 2025 ("the Decision"), on a tenant complaint for violations of the City's Rent Stabilization Ordinance ("the RSO"). For the following reasons, the court affirms the Decision.

BACKGROUND

Plaintiff owns property at 59 State Street, Portland, Maine ("the Property"), consisting of rental units, some of which are considered "covered units" subject to the RSO. Geoffrey Rice is the managing member of Plaintiff and other LLC-owners of several apartment buildings in Portland. *See* R. 1, 4, 259.

On July 3, 2024, the Trelawny Tenants Union filed a complaint alleging that Plaintiff had increased rent for at least eight units at the Property in violation of the RSO in 2023 and 2024. R. 17-18. The complaint also addressed violations at another property owned by an LLC managed by Geoffrey Rice, 655 Congress Street.

R. 17-22. Twenty-one individuals who represented that they were "tenants of Geoffrey Rice" signed the complaint. R. 21.

The Board held a public hearing on the Union's complaint on August 19, 2024. R. 255. At the hearing, the Union stated that it represented the tenants of buildings owned or managed by Geoffrey Rice. R. 259. The Union cited eight violations at the Property and additional violations at 655 Congress Street. R. 19-21, 125-27, 259-62. The Board voted to table the matter to allow the parties to provide additional information regarding the Union's standing. R. 290.

At a Board meeting on May 28, 2025, the parties addressed standing, jurisdiction, and recently issued notices of violation. R. 301-30. On June 25, 2025, the Board deliberated on the complaint, R. 357-78, and, on August 12, 2025, the Board issued its Decision, R. 1-14.

The Board found that Plaintiff was "not in substantial compliance" with the RSO from December 8, 2022, to July 3, 2024, ordered Plaintiff to refund tenants for rent increases imposed between those dates pursuant to section 6-234(f) of the RSO, and assessed a $50,500 fine against Plaintiff based on $250 for each violation of the RSO. R. 13-14. Plaintiff filed this appeal on July 3, 2025.[1]

LEGAL STANDARD

The Superior Court's jurisdiction to hear Rule 80B appeals is a function of statute. 4 M.R.S. § 105(3)(A) (2025); *see* M.R. Civ. P. 80B(a); *Norris Fam. Assocs.,*

[1] In his brief, Plaintiff's attorney recites numerous facts that he admits do not exist in the administrative record and makes arguments based on that extrajudicial information. The court disregards those portions of Plaintiff's brief. *See* M.R. Civ. P. 80B(f) (Superior Court's review pursuant to Rule 80B is limited to the administrative record).

LLC v. Town of Phippsburg, 2005 ME 102, ¶ 13, 879 A.2d 1007. When the Superior Court acts in an appellate capacity pursuant to Rule 80B, the court reviews the operative decision of a municipality for errors of law, abuse of discretion, or findings not supported by substantial evidence in the record. *Grant v. Town of Belgrade*, 2019 ME 160, ¶ 8, 221 A.3d 112. "The judgment of the court may affirm, reverse, or modify the decision under review or may remand the case to the governmental agency for further proceedings." M.R. Civ. P. 80B(c). The party seeking to vacate the decision bears the burden of persuasion on appeal. *Olson v. Town of Yarmouth*, 2018 ME 27, ¶ 11, 179 A.3d 920.

The interpretation of a local ordinance is a question of law, which the Superior Court reviews de novo. *Priestly v. Town of Hermon*, 2003 ME 9, ¶ 7, 814 A.2d 995. When interpreting an ordinance, the court first looks at "the plain meaning of its language." *21 Seabran, LLC v. Town of Naples*, 2017 ME 3, ¶ 12, 153 A.3d 113. Courts must, however, "construe the terms of an ordinance reasonably, considering its purposes and structure and to avoid absurd or illogical results." *See Olson*, 2018 ME 27, ¶ 11, 179 A.3d 920 (quotation marks omitted) (quoting *Fryeburg Tr. v. Town of Fryeburg*, 2016 ME 174, ¶ 5, 151 A.3d 933).

DISCUSSION

The court will address each of Plaintiff's challenges to the Decision in turn.

A. Jurisdiction

Plaintiff argues that the Board lacked jurisdiction to hear the Union's complaint, apparently claiming that the complaint was an appeal of the City's failure to issue a notice of violation with respect to a rent increase, which Plaintiff argues should have been brought pursuant to Rule 80B. Neither the Union's complaint nor the RSO supports Plaintiff's argument.

Section 6-263(c) of the RSO provides that the Board has jurisdiction 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 [RSO], or other matters failing within the scope of the [RSO]." R. 437. The Union alleged that Plaintiff was not in substantial compliance with the RSO due to a historical and ongoing pattern of illegal fees and rent increases. R. 17-22. The Union's complaint was not an appeal from any City action, and the Board clearly had jurisdiction pursuant to section 6-263(c).

B. Justiciability

Next, Plaintiff argues that the Union's complaint was nonjusticiable because the Union failed to demonstrate that it had standing and the issues raised in the complaint were moot.

Administrative standing is distinct from judicial standing, and whether a party has administrative standing depends on the language of the governing ordinance. *Nergaard v. Town of Westport Island*, 2009 ME 56, ¶ 12, 973 A.2d 735; *see Upstream Watch v. City of Belfast*, 2023 ME 43, ¶ 12, 299 A.3d 25. Here, section 6-243(a) provides that "[a]ny Tenants Union shall have standing as a party to assert the rights or interests of any Tenants, individually or collectively, under this

Chapter in any complaint, appeal, or other proceeding brought before . . . the Rent Board . . . ." R. 458.

The Board's determination that the Union had standing to file the complaint is supported by the language of section 6-243(a). To the extent that Plaintiff argues that the Union did not demonstrate that it had authority to assert the rights of *all* tenants of Plaintiff and/or Geoffrey Rice, the RSO's definition of "Tenants Union" in section 6-232 does not require such a showing. *See* R. 449 (defining "Tenants Union" as "any group . . . of any kind, whatsoever, in which tenants participate and which exists for the purpose, in whole or in part, of dealing with Landlords concerning rental conditions . . . .").

Plaintiff suggests that the Union's complaint was moot because Plaintiff had corrected past violations referenced by the Union. The court disagrees because the Union's complaint was based on a pattern of violations of the RSO, past and continuing, rather than any single violation that may have been resolved. *See Clark v. Hancock Cnty. Comm'rs*, 2014 ME 33, ¶ 11, 87 A.3d 712 ("An issue is moot when there is no real and substantial controversy, admitting of specific relief through a judgment of conclusive character." (quotation marks omitted) (quoting *Doe I v. Williams*, 2013 ME 24, ¶ 14, 61 A.3d 718)).

C. Res Judicata and Estoppel

Plaintiff asserts that the notices of violation issued by the City have a preclusive effect against the Union's complaint. Similarly, he argues that the City is estopped from imposing penalties because he was "told by the City that it had cleared the violations." Pl.'s Br. ¶ 169.

Res judicata has two components: claim preclusion and issue preclusion. *Portland Water Dist. v. Town of Standish*, 2008 ME 23, ¶ 7, 940 A.2d 1097. "Claim preclusion prevents relitigation if: (1) the same parties or their privies are involved in both actions; (2) a valid final judgment was entered in the prior action; and (3) the matters presented for decision in the second action were, or might have been litigated in the first action." *Id.* ¶ 8 (quotation marks omitted) (quoting *Macomber v. MacQuinn-Tweedie*, 2003 ME 121, ¶ 22, 834 A.2d 131). Issue preclusion, on the other hand, "prevents the relitigation of factual issues already decided if the identical issue was determined by a prior final judgment, and the party estopped had a fair opportunity and incentive to litigate the issue in a prior proceeding." *Id.* ¶ 9 (quotation marks omitted) (quoting *Macomber*, 2003 ME 121, ¶ 22, 834 A.2d 131).

Neither doctrine bars the Union's complaint. As to claim preclusion, the Union was not a party to the notice of violation proceedings. As to issue preclusion, the Union did not seek to relitigate the prior notices of violation, and, again, the Union was not a party to the notice of violation proceedings.

Relatedly, Plaintiff argues that the City is estopped from assessing fines against him because the City could have done so in the context of the notices of violation. "To prove equitable estoppel against a governmental entity, the party asserting it must demonstrate that (1) the statements or conduct of the governmental official or agency induced the party to act; (2) the reliance was detrimental; and (3) the reliance was reasonable." *Dep't of Health & Hum. Servs. v. Pelletier*, 2009 ME 11, ¶ 17, 964 A.2d 630. A misrepresentation at the center of an equitable estoppel claim "may arise through a combination of misleading statements, conduct, or silence." *Id.* ¶ 18.

As the City points out, the record is devoid of evidence of any statement or conduct by the City or the Board that induced Plaintiff to act or refrain from acting. In addition, the Board's decision does not rest on any single notice of violation that Plaintiff may have resolved; it rests on a pattern of numerous, repeated violations.

D. Interpretation of Section 6-234(f)

Plaintiff argues that section 6-234(f) is unconstitutionally vague and that the Board's interpretation is arbitrary and capricious. Section 6-234(f) provides that a "landlord who is not in substantial compliance with any provision of this chapter, including but not limited to [the RSO], may not demand, accept, or retain any rent increase otherwise permitted by this section . . . ." R. 454.

"An ordinance is improperly vague when its language either forbids or requires the doing of an act in terms so vague that people of common intelligence must guess at its meaning, or if it authorizes or encourages arbitrary and discriminatory enforcement." *Town of Baldwin v. Carter*, 2002 ME 52, ¶ 10, 794 A.2d 62 (citation modified).

Applying the ordinary meaning of the terms "substantial" and "compliance," a landlord who commits violations of the RSO that are significant, not de minimis, is subject to the described restriction and penalty. *See Bushey v. Town of China*, 645 A.2d 615, 617-18 (Me. 1994) (explaining that an undefined term does not necessarily render an ordinance unconstitutionally vague, and that the court should consider the plain and ordinary meaning of undefined words). To avoid imposition of section 6-234(f), a landlord simply must comply with the provisions of the RSO. *See S*** S*** v. State*, 299 A.2d 560, 568 (Me. 1973) ("If no standard of conduct is specified at all, legislation is unconstitutionally vague. It is valid legislation, however, if it requires a person to conform his conduct to an imprecise but comprehensible normative standard."). The court therefore agrees with the City that section 6-234(f) is not impermissibly vague.

The Board's interpretation of section 6-234(f) is also reasonable. The purpose of the RSO, as expressly stated in section 6-230, is to

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

R. 444. Because Plaintiff was found to be "not in substantial compliance" with the RSO from December 8, 2022, to July 3, 2024, the Board determined that he may not "retain" any rent increases during that period under section 6-234(f)—including increases that were "otherwise permitted" under the RSO.

Plaintiff argues that section 6-234(f) must be construed to limit its effect to the specific unit or units affected by illegal rent increases. In other words, he contends that a landlord should only be required to reimburse rent increases during the period of substantial noncompliance that were illegal. The plain language of section 6-234(f), however, does not limit its effect to particular units. It applies the penalty to any *landlord* who is not in substantial compliance and encompasses rent increases that were "otherwise permitted."[2] The Board's interpretation of section 6-234(f) is therefore consistent with the plain language. This reading is also consistent with the purposes of the RSO because it operates as a strong deterrent against illegal rent increases.

In sum, the court upholds the Board's interpretation of section 6-234(f).

E. Substantial Evidence

Finally, Plaintiff argues that the Board's finding that Plaintiff was "not in substantial compliance" from December 8, 2022, to July 3, 2024, is not supported by substantial evidence. To the contrary, there is evidence in the record, including notices of violation and presentations by tenants at public hearings, that supports the Board's findings that Plaintiff increased the rent above the allowable percentage in several units at the Property during this time—not to mention the numerous violations at 655 Congress Street. *See, e.g.*, R. 27-29, 94-98, 125-30, 232-33, 265-69.

CONCLUSION

For the foregoing reasons, none of Plaintiff's challenges to the Board's Decision are persuasive. The Decision is therefore affirmed.

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[2] Section 6-232 of the RSO defines landlord as "an owner, manager, managing agent, sublessor, or other person having the right to rent or sell or manage any housing unit or rental property or any agent of these individuals or entities." R. 446.

The entry is:

Plaintiff 59 State Street, LLC's appeal is DENIED. The decision of Defendant City of Portland's Rent Board, dated August 12, 2025, is AFFIRMED.

The clerk is directed to incorporate this decision into the docket by reference.

M.R. Civ. P. 79(a).

Dated: March 17, 2026

Darcie N. McElwee
Justice, Maine Superior Court

Jeremy W. Dean, Portland, for Plaintiff
Amy R. McNally, Associate Corporation Counsel, for Defendant City of Portland

Entered on the Docket: 3/18/26

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

January 28, 2026 - Tabled to February 25, 2026 - Tabled to March 25, 2026

Owner Name and Address

Justin Theberge

14 Dry Pond Rd

Gray, ME 04039

Agent Name and Address

N/A

Property Address

8 Massachusetts Ave, all 3 units

CBL

186-D-024-001

Tenants/Interested Parties

Yes

City of Portland | Permitting and Inspections
Licensing and Housing Safety Division
Rentboard@portlandmaine.gov | 207-874-8900

March 16, 2026

Re: Notice of Public Hearing

To: Tenants of 8 Massachusetts Ave

This is a notice of a public hearing before the Rent Board at their next scheduled meeting on **Wednesday, March 25, 2026** at 5pm. This meeting will be held via Zoom.

The property owner for the above address, **Justin Theberge**, has submitted a "Landlord Worksheet/Petition for Rent Board Approved Rent Increase".

The Zoom link will be accessible by **March 18, 2026** at the link below:
http://portlandmaine.gov/129/Agendas-Minutes

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

Thank you,

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

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 8 Massachusetts Ave

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

Year Property Purchased by Current Owner: 2015

Total Number of Units on the Property: 3

Total Number of Units Affected by Proposed Rent Increase: 3

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

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

I. Landlord Information

Name: Justin Theberge

Phone(s): 207-740-5653

Business Address: 14 Dry Pond Rd

City, State, Zip: Gray, ME, 04039

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

II. Agent Information (if applicable)

Name: ______

Phone(s): ______

Business Address: ______

City, State, Zip: ______

Business E-mail: ______

III. Services

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

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

IV. Changes to Services

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

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

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

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

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

VII. Income Worksheet

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

(add only lines 1 and 3-17)

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

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

VIII. Operating Expense Worksheet

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

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

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

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

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

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

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

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

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

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

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

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

XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

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

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

Completed Capital Improvement and Expense Worksheet (Current Year)

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

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

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

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

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

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

Good Afternoon,

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

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

Unit 1

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

Unit 2

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

Unit 3

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

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

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

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

Owner Performed Labor – Current Year

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

XIV. Planned Capital Improvements

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

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

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

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

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

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

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 46,200	$ 52,320
2. Annual Operating Expenses	$ 10,406.21	$ 18,091.16
3. Net Annual Operating Income	$ 35,793.79	$ 34,228.84
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year — 19.67 %

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

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase — $ 42,834.43

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

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase — $ 8,605.59

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

8. Allowable Rent Increase/Unit/Month[3] — $ 239.04

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

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

XVI. Monthly Rent Worksheet

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

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

___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___
___	$___	$___	___	___%	___%	$___	___

XVII. Proposed Adjustment Worksheet

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

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

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

____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	_______________	$ __________	$ __________	$ __________

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

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

Check the factors below that are applicable to your claim.

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

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

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

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

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

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

Actual Gross Income for 2019: $ ____________

Proposed Adjusted Gross Income for 2019: $ ____________

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

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

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

---

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

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

Complete only if seeking an adjustment of base year rent.

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

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

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

___________ %

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

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

$ ________________

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

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

$ ________________

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

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

$ ________________

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

XXI. Other Claims

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

Dylan Orr <dorr@portlandmaine.gov>

Rent Board - Completeness Review Requests

Theberge, Justin T <Justin.Theberge@td.com> Fri, Feb 27, 2026 at 2:27 PM
To: Dylan Orr <dorr@portlandmaine.gov>

Good Afternoon Dylan,

Please see attached the requested materials for 8 Massachusetts Ave.

Please reach out with any questions.

02/03/2026	CASHOUT VENMO PPD	$1,800.00
02/03/2026	Deposit: Deposit	$1,236.00
02/02/2026	CASHOUT VENMO PPD	$1,351.00

Thank you

Justin

From: Dylan Orr <dorr@portlandmaine.gov>
Sent: Thursday, February 26, 2026 10:39 AM
To: Theberge, Justin T <Justin.Theberge@td.com>
Subject: Rent Board - Completeness Review Requests

[Quoted text hidden]

Internal

3 attachments

Rent Adjustment Notice Unit 1 FY25.docx
29K

Rent Adjustment Notice Unit 3 FY25.docx
29K

Rent Increase Notice Unit 2 FY25.docx
26K

Rent Adjustment Notice

8 Massachusetts Ave (Unit 1) 1/27/2026
[redacted]

Dear [redacted],

I hope you are doing well. I am writing to you as a follow up to my call with you to update you on an important matter regarding the property and your rental rate.

Over the past several months, I have been actively working with the City of Portland to address ongoing concerns related to the property. During this process, there are still details that need to be reviewed and resolved, and the final outcome has not yet been determined.

In the meantime, I want to ensure that you are treated fairly while these discussions continue. As a result, **your rent will be temporarily reduced to $1,236 monthly until an agreed-upon resolution is reached with the City.**

Please note that this is a temporary measure meant to support you during the review period and to ensure I remain in compliance. Once the City and I reach a final agreement, I will provide written notice of any updates or changes moving forward.

Thank you for your patience and understanding. As always if you have any questions or concerns feel free to call me directly.

Thank You

Justin Theberge
207-740-5653

Rent Adjustment Notice

8 Massachusetts Ave (Unit 3) 1/27/2026
[redacted] / [redacted]

Dear [redacted],

I hope you are doing well. I am writing to you as a follow up to my call with you to update you on an important matter regarding the property and your rental rate.

Over the past several months, I have been actively working with the City of Portland to address ongoing concerns related to the property. During this process, there are still details that need to be reviewed and resolved, and the final outcome has not yet been determined.

In the meantime, I want to ensure that you are treated fairly while these discussions continue. As a result, **your rent will remain at $2,200 so it complies with your lease, however I will issue you a monthly rebate of $849 to reduce rent to $1,351 monthly until an agreed-upon resolution is reached with the City.**

Please note that this is a temporary measure meant to support you during the review period and to ensure I remain in compliance. Once the City and I reach a final agreement, I will provide written notice of any updates or changes moving forward.

Thank you for your patience and understanding. As always if you have any questions or concerns feel free to call me directly.

Thank You

Justin Theberge
207-740-5653

Rent Increase Notice

8 Massachusetts Ave (Unit 2) 1/1/2025
[redacted]

Dear [redacted],

Just wanted to inform you that effective **April 1, 2025**, that the rent for your unit will increase by $100 dollars per month. This rent increase is based on the fact that the City of Portland completed a Tax Reassessment which had a significant impact to the Tax Base as well as the passing of Rent Control which locks me (Justin Theberge Landlord) into certain restrictions.

Base Rent	$1,700.00
Banked Rent Used	$100.00
Banked Rent Remaining	$179.93
New Rent	**$1,800.00**

Based on Rent Control, your base rent is increasing based on the Greater Portland CPI for FY24 as well as the portion of Banked Rent that has been accruing because of the Rent Control Ordinance. If you have any questions and want to discuss anything further, please feel free to contact me below.

Thank You

Justin Theberge
207-740-5653

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

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

NOTICE OF VIOLATION AND ORDER TO CORRECT

To Whom It May Concern,

The City of Portland Permitting and Inspections Department inspected the rental data for **8 MASSACHUSETTS AVE PORTLAND, ME** on **11/12/2025** and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations by **12/12/2025**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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

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

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

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

Thank you,

Adam O'Connor
Rental Registration Inspector

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

Total Violations: 3

NON-COMPLIANCE VIOLATION LIST

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

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

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

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

CODE DESCRIPTION	A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.
COMMENTS	Unit #1: The owner is ordered to reduce the rent to the last code-compliant amount of $1,100 and reimburse the tenant(s) any overcharge. Unit #3: The owner is ordered to reduce the rent to the last code-compliant amount of $1,158.45 and reimburse the tenant(s) any overcharge. Proof of resolution must be sent in writing. Resolution documents can be sent via USPS to 389 Congress Street, Room 302, Portland, ME 04101 or electronically via to rentcontrol@portlandmaine.gov
DEADLINE	12/12/2025

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

To Whom It May Concern,

We, as tenants of Unit 3, are writing in response to the Notice of Public Hearing and the accompanying documents we received from the City of Portland regarding our landlord at 8 Massachusetts Avenue requesting a rent increase. In the documents we received, we found several inaccuracies and would like to address them in this letter.

The documents contained a letter (the Rent Adjustment Notice from 1/27) that was neither mailed nor delivered to us, and we had never received the Rent Adjustment Notice until the day we received these documents (3/20).

The letter also stated that we, in Unit 3, were receiving the letter as a follow-up to a call we'd had with our landlord. Neither of us received a call, and we have never had a call with Justin regarding this matter.

The letter also stated that we were to receive a monthly rebate to ensure we were treated fairly while the discussions with the City of Portland continue. The letter stated that our rent will remain at $2,200, which is true. The letter also stated that our landlord will issue a monthly rebate of $849 to reduce our monthly rent until an agreed-upon resolution is reached with the City. We have never received any payments, and have never had any form of contact (meaning we have not received a letter, a phone call, or had any oral agreements) with our landlord regarding this rebate.

If you have any questions or requests for further comment, we can be reached at the following emails and phone numbers.

Email - tylermphilbrook@gmail.com, snewlands04@gmail.com
Phone Numbers - 207-460-8505 (Tyler), 585-743-6907(Sarah)

Thank you for your time and assistance with this matter.

- Sarah Newlands and Tyler Philbrook

City of Portland – Housing Safety Division

LANDLORD APPLICATION FOR RENT INCREASE SUMMARY

Date of Hearing

January 28, 2026 - Tabled to February 25, 2026 - Tabled to March 25, 2026

Owner Name and Address

Theresa Chan

196 Danforth St

Portland, ME 04102

Agent Name and Address

Theresa Chan

196 Danforth St

Portland, ME 04102

Property Address

210 High St, all 6 units

CBL

036-F-013-001

Tenants/Interested Parties

Yes

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 210 High St

Parcel Numbers(s): 036 F013001

Year Property Purchased by Current Owner: 2018

Total Number of Units on the Property: 6

Total Number of Units Affected by Proposed Rent Increase: 6

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

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

I. Landlord Information

Name: Theresa Chan

Phone(s): 207-406-0344

Business Address: 196 Danforth St

City, State, Zip: Portland ME 04102

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

II. Agent Information (if applicable)

Name: Theresa Chan

Phone(s): 207-406-0344

Business Address: 196 Danforth St

City, State, Zip: Portland ME 04102

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

III. Services

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

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

IV. Changes to Services

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

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

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

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

VII. Income Worksheet

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

(add only lines 1 and 3-17)

---

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

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

VIII. Operating Expense Worksheet

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

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

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

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

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

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

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

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

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

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

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

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

XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

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

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

Completed Capital Improvement and Expense Worksheet (Current Year)

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

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

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

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

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

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

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____

XIV. Planned Capital Improvements

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

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

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

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

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

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

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 90,540	$ 104,280
2. Annual Operating Expenses	$ 19,385.93	$ 47,073.46
3. Net Annual Operating Income	$ 71,154.07	$ 57,206.54
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year — 19.67 %

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

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase — $ 71,294.03

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

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase — $ 14,087.49

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

8. Allowable Rent Increase/Unit/Month[3] — $ 195.66

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

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

XVI. Monthly Rent Worksheet

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

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

	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

XVII. Proposed Adjustment Worksheet

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

Indicate method of allocation: ______________________________

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

	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$

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

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

Check the factors below that are applicable to your claim.

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

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

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

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

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

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

Actual Gross Income for 2019: $ ____________

Proposed Adjusted Gross Income for 2019: $ ____________

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

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

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

(add only lines 1 and 3-17)

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

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

Complete only if seeking an adjustment of base year rent.

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

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

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

___________ %

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

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

$ ________________

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

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

$ ________________

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

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

$ ________________

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

XXI. Other Claims

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

City of portland

Good Afternoon, Guest

Home | How do I... | Today's Inspections | Before I Apply | Apply | Search | Map | Invoice Payment | City Website | Report | Calendar 1

Back

Invoice Number: INV-00110020

Invoice Total: $300.00

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

Description: NONE

Primary Fees | Misc Fees | Payments | Attachments | Contacts

Primary Fees

Sort Fee Name

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

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

Braishfield
a division of Hull & Company, LLC

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

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

Agency Code: 155516

FROM: Megan Seeley

mseeley@braishfield.com

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

Premium

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

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

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

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

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

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

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

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

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

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

O'Donnell Bookkeeping

Peggy O'Donnell
157 Brackett Road
Brunswick, ME 04011

Date	Invoice #
9/30/2024	1128

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

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

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

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

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

ADDRESS
theresa
208-210 high st
portland, maine 04103

DATE 09/26/2024

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

You paid **Oscar Castillo**

May 13, 2024

- $1,180.00

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

You paid **Oscar Castillo** - $450.00

Sep 30, 2024

High St summer landscaping and power line clean

CENTRAL MAINE POWER

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

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

Invoice Number
706001961531

Your Messages

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

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

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

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

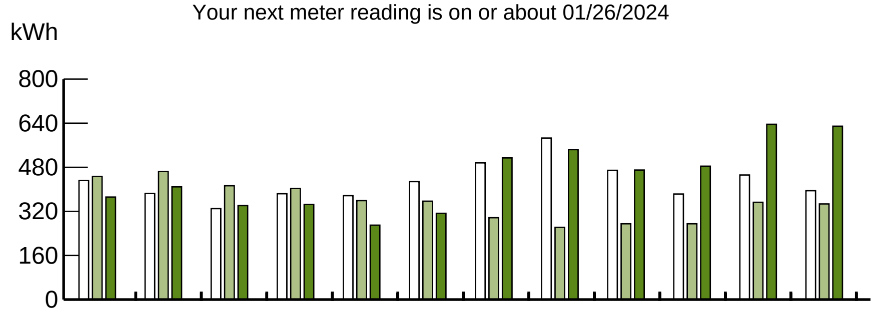
Manage your account anytime, anywhere with our FREE Mobile App. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Account Summary

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

100125240030010792379000017892

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

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

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

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

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

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

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

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

Mail Address Changes

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

____

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

Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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

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

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

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

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

CENTRAL MAINE POWER

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$350.40**	**02/26/2024**
Invoice Number 709001962200			

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

Your Account Summary

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

Your Messages

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

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

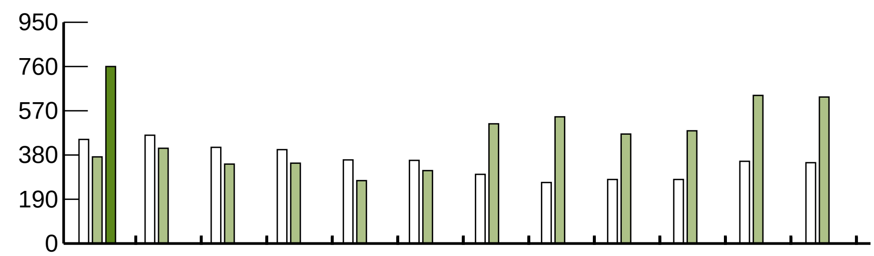
If you need help paying your bill, you may be eligible for funds through the Home Energy Assistance Program, our Arrearage Management Program or our Electricity Lifeline Program. For more information, please visit cmpco.com/HelpWithBill, call us at 800.750.4000, or contact your local Community Action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

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

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

1002262400300107923790000035040

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Mail Address Changes

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

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____

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

Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

Customer Information for Your Delivery Service

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

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

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

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

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

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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

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

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

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

CENTRAL MAINE POWER

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

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

Your Account Summary

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

Your Messages

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

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

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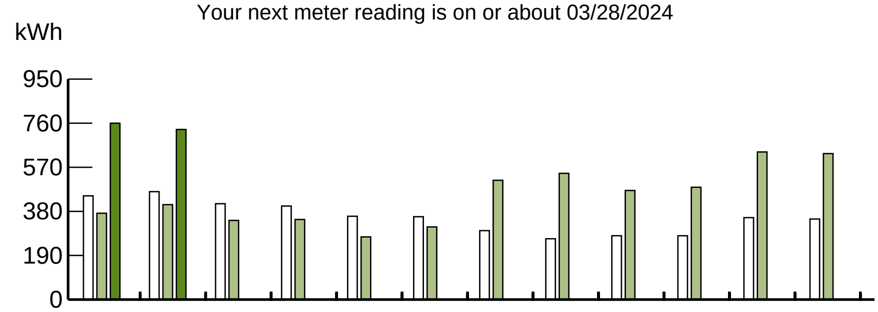
Receive alerts and updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

100327240030010792379000015952

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date.
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2. Allow up to 30 days for processing.

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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

CENTRAL MAINE POWER

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$283.68**	**04/25/2024**
Invoice Number 707002029818			

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

Your Account Summary

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

Your Messages

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

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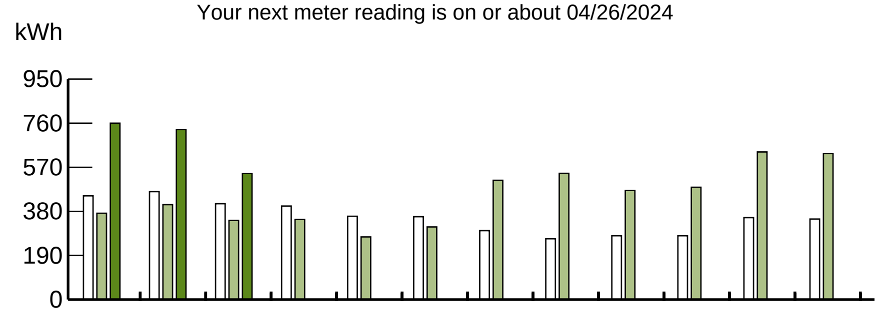
Put your bill on autopilot with AutoPay and your electricity bill will be paid on time, every time. It's safe, secure and convenient. No mailing delays. Sign up today at cmpco.com/AutoPay.

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

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

100425240030010792379000028368

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

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

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

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

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

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

Mail Address Changes

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

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

Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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

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

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

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

CENTRAL MAINE POWER

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

Account Number	Service Location	Amount Due	Date Due
3001-0792-379 Invoice Number 703002089471	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**-$194.80**	

Your Messages

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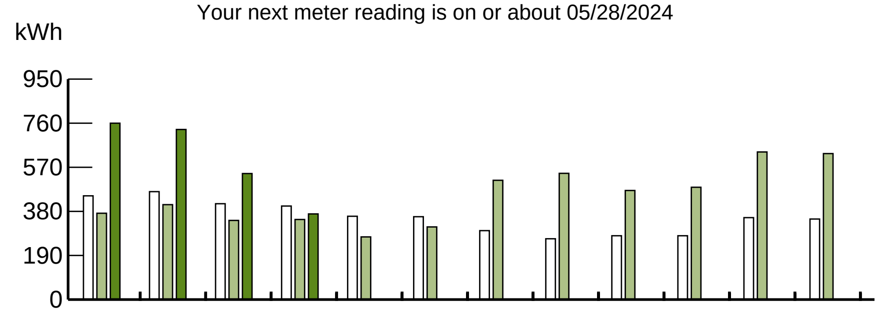
Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Account Summary

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

100528240030010792379000000000

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

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

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Questions?
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Mail Address Changes

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

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____

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Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

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CENTRAL MAINE POWER

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

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

Your Messages

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

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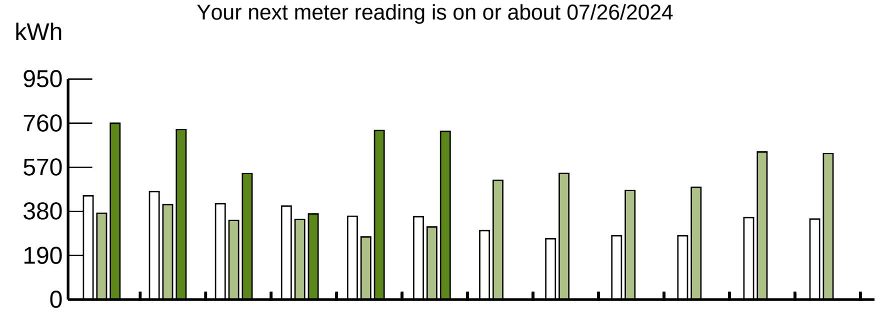
Receive weekly updates about your electricity usage and estimated cost - all made possible by your smart meter. You can choose one, two or all three of the following alerts: usage updates, usage amount exceeded and usage change alerts. Go to cmpco.com/Alerts to learn more.

Your Account Summary

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

FAT DRAGON LLC
210 HIGH ST
PORTLAND ME 04101-2831

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

Please do not write below this line.

1007252400300107923790000012192

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

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

Please do not write below this line.

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Rates for electricity supply are not set by CMP yet we are required to bill and collect them on behalf of your Supplier.

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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Central Maine Power
An Avangrid company

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

Account Number	Service Location	Amount Due	Date Due
3001-0792-379 Invoice Number 708002134933	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$189.57**	**08/26/2024**

Your Account Summary

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

Your Messages

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

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

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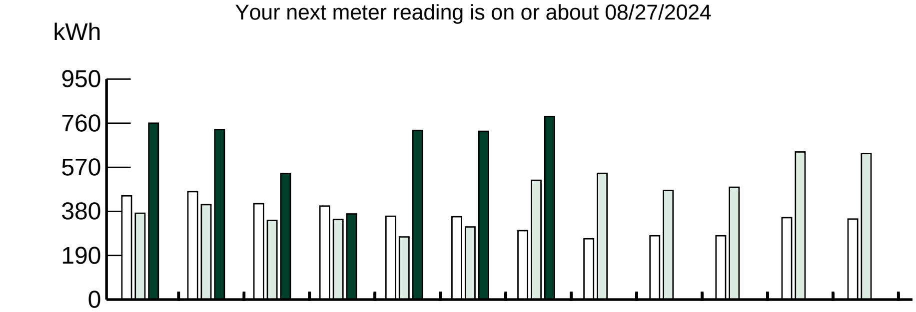
Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

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

Please do not write below this line.

100826240030010792379000018957

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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

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

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

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

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

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

Mail Address Changes

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

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

Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

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

Supplier Information

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

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

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

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Central Maine Power
An Avangrid company

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

Account Number	Service Location	Amount Due	Date Due
3001-0792-379 Invoice Number 708002161895	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$177.28**	**09/24/2024**

Your Messages

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

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

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

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

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

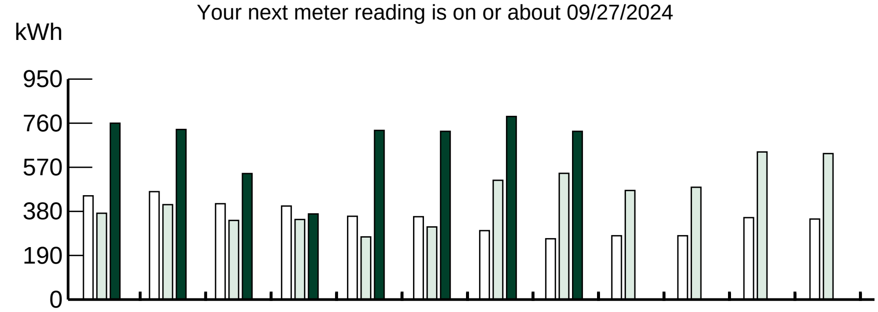
Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267898 and we'll send you a link to download the app.

Your Account Summary

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

Your Monthly Usage Summary(kWh)

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



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

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

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

Please do not write below this line.

100924240030010792379000017728

Your Central Maine Power Delivery Service Account Detail

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

Your Meter Details

Read Cycle 19

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

Customer Information for Your Delivery Service

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Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$84.32**
Payments received - Thank you			-$84.32
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (07/27/2024 - 08/27/2024)			
Energy Charge	725 KWH	@$0.106363	+$77.11
Total New Supplier Charges			**$77.11**
Standard Offer Supplier Account Balance			**$77.11**

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Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$312.52**	**10/28/2024**

Invoice Number
706002200296

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

Your Account Summary

Prior Balance	**$177.28**
Payments received through 09/30/2024	$0.00
Balance Forward	**$177.28**
Other Charges	**+$1.68**
CMP Delivery	**+$78.04**
Non-CMP Supplier Standard Offer	***+$55.52***
Please pay by 10/28/2024	**$312.52**

Your Messages

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

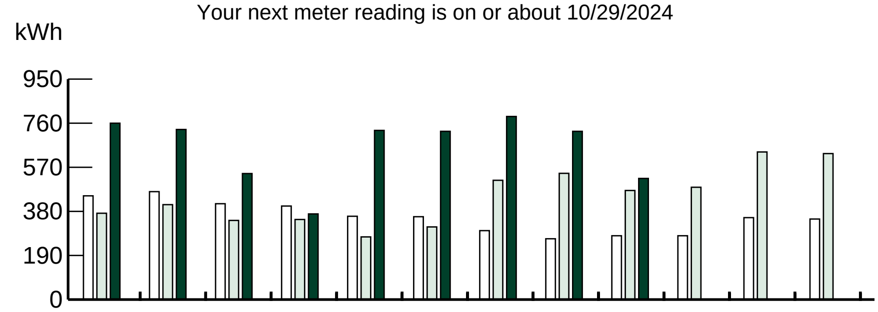
When you sign up for AutoPay, you choose how many days before the due date you'd like your payment automatically deducted from your bank account each month. It's safe, secure and convenient. Sign up today at cmpco.com/ AutoPay.

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

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

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 10/29/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	0	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
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Your Average Daily Usage (kWh)

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

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
10/28/2024
Amount Due
$312.52
Amount Paid

Please do not write below this line.

101028240030010792379000031252

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$100.17**
Payments received			$0.00
Balance Forward			**$100.17**
Delivery Charges			
Delivery Charges: Residential (08/28/2024 - 09/27/2024)			
Delivery Service:	522 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	472 KWH	@$0.108980	+$51.44
Total Current Delivery Charges			**$78.04**
Other Charges			
Late Payment Charge			+$0.95
Total Other Charges			**$0.95**
Central Maine Power Account Balance			**$179.16**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	09/27/2024	60,760	08/27/2024	60,238	31	522

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____

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

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date.
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Please do not write below this line.

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Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$77.11**
Payments received			$0.00
Balance Forward			**$77.11**
New Supplier Charges			
Residential Service : (08/28/2024 - 09/27/2024)			
Energy Charge	522 KWH	@$0.106363	+$55.52
Total New Supplier Charges			**$55.52**
Other Charges			
Late Payment Charge			+$0.73
Total Other Charges			**$0.73**
Standard Offer Supplier Account Balance			**$133.36**

Supplier Information

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Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

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

Central Maine Power
An Avangrid company

Account Number	Service Location	Amount Due	Date Due
3001-0792-379	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$128.38**	**11/26/2024**
Invoice Number 709002200571			

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

Your Account Summary

Prior Balance	**$312.52**
Payments received through 10/30/2024 - Thank you	-$312.52
Balance Forward	**$0.00**
Other Charges	**-$0.23**
CMP Delivery	**+$75.53**
Non-CMP Supplier Standard Offer	**+$53.08**
Please pay by 11/26/2024	**$128.38**

Your Messages

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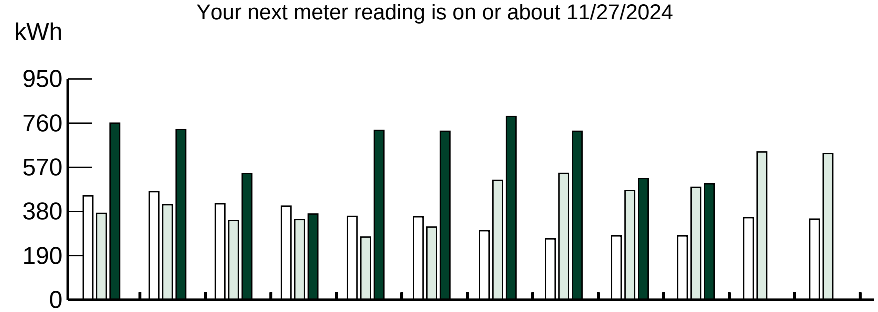
A credit has been applied to your bill. The Maine Public Utilities Commission has approved updated fixed and kWh charges, effective August 1, 2024 and retroactive to rates from July 1, 2024.

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

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

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 11/27/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	16	0	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
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Central Maine Power
PO Box 847810
Boston, MA 02284-7810

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
11/26/2024
Amount Due
$128.38
Amount Paid

Please do not write below this line.

101126240030010792379000012838

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$179.16**
Payments received - Thank you			-$179.16
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (09/28/2024 - 10/29/2024)			
Delivery Service:	499 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	449 KWH	@$0.108980	+$48.93
Total Current Delivery Charges			**$75.53**
Other Charges			
Stranded Cost Pricing Adjustment			-$0.23
Total Other Charges			**-$0.23**
Central Maine Power Account Balance			**$75.30**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	10/29/2024	61,259	09/27/2024	60,760	32	499

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Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$133.36**
Payments received - Thank you			-$133.36
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (09/28/2024 - 10/29/2024)			
Energy Charge	499 KWH	@$0.106363	+$53.08
Total New Supplier Charges			**$53.08**
Standard Offer Supplier Account Balance			**$53.08**

Supplier Information

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

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

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

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

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

Central Maine Power
An Avangrid company

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

Account Number	Service Location	Amount Due	Date Due
3001-0792-379 Invoice Number 707002244211	FAT DRAGON LLC 208 HIGH ST HSE MTR PORTLAND ME 04101	**$119.35**	**12/30/2024**

Your Account Summary

Prior Balance	**$128.38**
Payments received through 12/02/2024 - Thank you	-$128.38
Balance Forward	**$0.00**
CMP Delivery	**+$70.85**
Non-CMP Supplier Standard Offer	**+$48.50**
Please pay by 12/30/2024	**$119.35**

Your Messages

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

Asking for help can be hard. With a variety of assistance programs available, we can help if you're having trouble managing your electricity bills. For example, you may be eligible for the Arrearage Management Program or our Electricity Lifeline Program. Learn more at cmpco.com/HelpWithBill or call us at 800.750.4000.

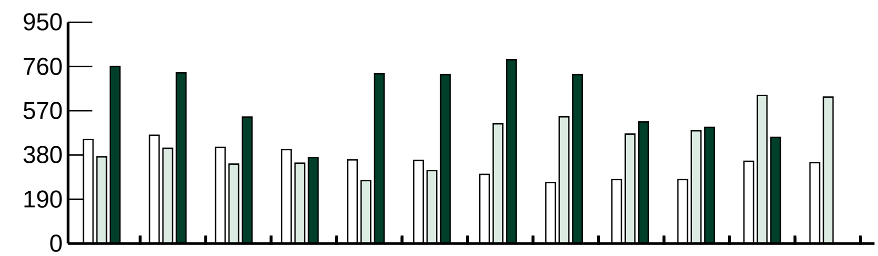
Never miss a payment again with AutoPay. You set the schedule and we handle the rest. It's a safe and convenient solution for busy lives. Visit cmpco.com/AutoPay to sign up.

Stay informed about your electricity use with Usage Alerts. You'll receive weekly updates on your energy use -- powered by your smart meter. You can even customize your alerts so you're notified if you exceed a set amount of electricity use or cost. Visit cmpco.com/Alerts to learn more.

Simplify your account management with our Mobile App. Make payments, enroll in eBill and get outage updates, it's all at your fingertips. Text APP to 267898 and we'll send you a link to download the app.

Your Monthly Usage Summary(kWh)

Your next meter reading is on or about 12/30/2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	26	22	19	13	23	24	27	23	17	16	16	0
2023	13	13	12	11	10	10	17	18	15	17	19	22
2022	15	15	15	13	13	11	10	9	8	9	11	12

Your Average Daily Usage (kWh)

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

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

FAT DRAGON LLC
138 GRANT RD
FREEPORT ME 04032-5830

Account Number
3001-0792-379
Date Due
12/30/2024
Amount Due
$119.35
Amount Paid

Please do not write below this line.

101230240030010792379000011935

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery			**$75.30**
Payments received - Thank you			-$75.30
Balance Forward			**$0.00**
Delivery Charges			
Delivery Charges: Residential (10/30/2024 - 11/27/2024)			
Delivery Service:	456 KWH		
	Up to 50 KWH	@$26.60	+$26.60
	406 KWH	@$0.108980	+$44.25
Total Current Delivery Charges			**$70.85**
Central Maine Power Account Balance			**$70.85**

Your Meter Details

Read Cycle 19

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
L108632916	11/27/2024	61,715	10/29/2024	61,259	29	456

Customer Information for Your Delivery Service

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

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

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

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

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

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

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

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

Mail Address Changes

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

____

____

____

____

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

Sign Up for Automatic Payments

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

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

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

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

Please do not write below this line.

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

Supplier: Standard Offer

Standard Offer

FAT DRAGON LLC
208 HIGH ST HSE MTR PORTLAND ME 04101

Prior Balance for Standard Offer Supplier			**$53.08**
Payments received - Thank you			-$53.08
Balance Forward			**$0.00**
New Supplier Charges			
Residential Service : (10/30/2024 - 11/27/2024)			
Energy Charge	456 KWH	@$0.106363	+$48.50
Total New Supplier Charges			**$48.50**
Standard Offer Supplier Account Balance			**$48.50**

Supplier Information

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

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

Competitive bidding for the right to supply Standard Offer electricity is supervised by the MPUC. The price per kWh for your default Standard Offer electricity supply is $0.106363.

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

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

City of Portland — Housing Safety Division

RENT INCREASE APPLICATION – MAINTENANCE OF NET OPERATING INCOME

Date of Hearing:

March 25, 2026

Owner Name and Address:

Amanda Giroux
9 Lucina Terrace, Gorham ME 04038

Property Address:

90 Rockland Ave

CBL:

185-J-001-001

Tenants/Interested Parties:

Yes

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 90 Rockland Ave

Parcel Numbers(s): 185-J-001-001

Year Property Purchased by Current Owner: 2015

Total Number of Units on the Property: 1

Total Number of Units Affected by Proposed Rent Increase: 1

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

If yes, number of Exempt Rental Units and Basis for Exemption: N/A - no exempt units

I. Landlord Information

Name: Amanda Giroux

Phone(s): 207-615-4868

Business Address: 9 Lucina Terrace

City, State, Zip: Gorham, ME 04038

Business E-mail: amandaandlou2016@gmail.com

II. Agent Information (if applicable)

Name: Charles Louis Simms III

Phone(s): 207-409-0056

Business Address: 9 Lucina Terrace

City, State, Zip: Gorham, ME 04038

Business E-mail: amandaandlou2016@gmail.com

III. Services

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

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

IV. Changes to Services

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

standard municipal garbage collection

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

No

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

VII. Income Worksheet

	Base Year (2019)[1]	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	$ 19200	$ 24000
2. Portion Attributable to Vacancy	$	$
Fees (indicate what fee is for):		
3. Late fees	$	$
4. List fees, other than utilities, collected for services & amenities not included in rent	$	$
5.	$	$
6.	$	$
7.	$	$
Other Income (list separately by type)[2]:		
8.	$	$
9.	$	$
10.	$	$
Fees charged by landlord for Utilities		
11. Gas	$	$
12. Electricity	$	$
13. Water	$	$
14. Sewer	$	$
15. Garbage & Recycling	$	$
Other Utilities (list separately by type):		
16.	$	$
17.	$	$
18. TOTAL INCOME	**$** 19200	**$** 24000

(add only lines 1 and 3-17)

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

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

VIII. Operating Expense Worksheet

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

	Base Year (2019)	Current Year (2024)
1. Assessments	$	$
2. Real Property Taxes	$ 3831	$ 6553
3. License Tax/Fee	$	$
4. Rent Board Registration Fees	$ 50	$ 50
5. Insurance	$ 625	$ 866
6. Accounting	$	$
7. Legal (explain types of legal expenses)	$	$
8. Manager /Management Services	$	$
9. Security	$	$
10. Office Supplies	$	$
12. Normal Repairs	$	$
13. Owner-Performed Labor	$	$
14. Plumbing Maintenance	$	$
15. Pool Maintenance	$	$
16. Landscape Maintenance/snow removal	$	$
17. Other Maintenance	$	$
18. Parking Lot/Street Maintenance	$	$
19. Gas (separately metered only)	$	$
20. Electricity (separately metered only)	$	$
21. Water	$	$
22. Sewer	$	$
23.Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	$	$
24. Vandalism Repairs	$	$
25. Uninsured Damages	$	$
27. TOTAL OPERATING EXPENSES	**$** 4506	**$** 7469

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

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

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

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

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

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

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

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

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

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

XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year)

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

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

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

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

Completed Capital Improvement and Expense Worksheet (Current Year)

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

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

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

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

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

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

As first-time landlords in 2020, we were new to navigating the rental process, amidst the COVID-19 pandemic. The property (90 Rockland Ave) is a single-family home that has 3 bedrooms; however, we chose to rent the property to two tenants. We chose to offer a very affordable initial rent of $1,600 per month, which was well below the FY2019 Fair Market Rents reporting by US Dept. of Housing for a 3-BR unit ($1,829). Thus, we are requesting that the base rent for this property be reset to $1,829, as opposed to our existing base rent of 1,600.

Based on the newly proposed base rent of $1,829, and a current monthly rent of $2,000, we are requesting permission for an increase of 5% for an updated monthly rent of $2,100; we propose this increase to go into effect as of June 1, 2026 to comply with restrictions allowing only one increase every 12 months.

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

Date (or Range)	Hours	Hourly Rate	Units Impacted	Type of Work
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____
____________	_________	________	_____	____

XIV. Planned Capital Improvements

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

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

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

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

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

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

XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 19200	$ 24000
2. Annual Operating Expenses	$ 4506	$ 7469
3. Net Annual Operating Income	$ 14694	$ 16531
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year — 19.67 %

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

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase — $ 17584

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

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase — $ 1053

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

8. Allowable Rent Increase/Unit/Month[3] — $ 87.77

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

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

XVI. Monthly Rent Worksheet

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

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
90	$2000	$40	6/1/2025	2.0 %	0.5 %	$	prior rent $1,960
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___
___	$___	$___	___	___ %	___ %	$ ___	___

XVII. Proposed Adjustment Worksheet

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

Indicate method of allocation: Requesting a revised base rent based on accurate FY19 Fair Market Value for 3-BR unit

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
90	$ 1600	6/1/2023	$ 1900	6/1/2025	$ 2000	$ 2000	$ 2100
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$
	$		$		$	$	$

____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________
____	$ ________	________________	$ __________	______________	$ __________	$ __________	$ __________

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

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

Check the factors below that are applicable to your claim.

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

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

C. Other exceptional circumstances: (specify)

As first-time landlords in 2020, we were new to navigating the rental process, amidst the COVID-19 pandemic. The property (90 Rockland Ave) is a single-family home that has 3 bedrooms; however, we chose to rent the property to two tenants. We chose to offer a very affordable initial rent of $1,600 per month, which was well below the FY2019 Fair Market Rents reporting by US Dept. of Housing for a 3-BR unit ($1,829). Thus, we are requesting that the base rent for this property be reset to $1,829, as opposed to our existing base rent of 1,600

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

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

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

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

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

Actual Gross Income for 2019: $ 19200

Proposed Adjusted Gross Income for 2019: $ 21,948

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

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

	Base Year (2019)	Current Year (2024)
Rental Income		
1. Adjusted Gross Income (with Adjusted Base Year as proposed in Section XIX)	$ 21948	$ 24000
2. Portion Attributable to Vacancy	$	$
Fees (indicate what fee is for):		
3. Late fees	$	$
4. List fees, other than utilities, collected for services & amenities not included in rent	$	$
5. ____	$	$
6. ____	$	$
7. ____	$	$
Other Income (list separately by type)[5]:		
8. ____	$	$
9. ____	$	$
10. ____	$	$
Fees charged by landlord for Utilities		
11. Gas	$	$
12. Electricity	$	$
13. Water	$	$
14. Sewer	$	$
15. Garbage & Recycling	$	$
Other Utilities (list separately by type):		
16. ____	$	$
17. ____	$	$
18. TOTAL INCOME	**$** 21948	**$** 24000
(add only lines 1 and 3-17)		

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

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

Complete only if seeking an adjustment of base year rent.

	Base Year (2019)	Current Year (2024)
1. Total Annual Income	$ 21948	$ 24000
2. Annual Operating Expenses	$ 4506	$ 7469
3. Net Annual Operating Income	$ 17442	$ 16531
4. CPI [Annual Average CPI]	281.082	336.376

5. Percent Annual Increase in CPI Base Year to Current Year — 19.67 %

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

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase — $ 20872

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

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase — $ 4341

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

8. Allowable Rent Increase/Unit/Month[6] — $ 361

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

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

XXI. Other Claims

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

Portland's significant increase in property taxes in recent years has resulted in a more challenging cash flow situation, which now requires the requested increases in base rent and monthly rent moving forward.

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

11/20/2025
License #: **LTR-002656-2020**
Code Case #: **RCC2500475**
Amanda Giroux /
9 Lucina Terrace
Gorham, ME 04038

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 **90 ROCKLAND AVE PORTLAND, ME 04102** on **11/20/2025** and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations by **12/20/2025**. 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,

Mercedes Bohaty
Rental Registration Inspector

Amanda Giroux /
9 Lucina Terrace
Gorham, ME 04038

Total Violations: 3

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234(b)(1) 11-3-2020
CODE DESCRIPTION	Unless a Landlord qualifies for an additional increase as further described below, rent for a Covered Unit may not be increased by more than the Allowable Increase Percentage.
COMMENTS	In August of 2021, the rent at 90 Rockland was increased from $1,600.00 to $1,700.00. During this time there was no Allowable Increase Percentage set. This property qualified for a new tenancy increase, but that increase was $80.00 and less than the increase amount that was applied.
DEADLINE	12/20/2025

APPLICABLE CODE SECTION(S)	City Code 6-234(d)
CODE DESCRIPTION	(d) Before increasing the rent of a Covered Unit, a Landlord must send a signed document to the tenant(s) no fewer than ninety (90) days before the effective date of the rent increase. This document must include the date on which the Tenancy began, the date on which the rent will be increased, the amount of the increase, any remaining Banked Rent that has not been included in the Rent increase, and the appropriate justifications for such a rent increase as defined in Section 6-234(b) above. Failure to provide such documentation shall be considered a violation of this Article, and any notice not containing all such documentation shall be void.
COMMENTS	The Notice of Increase that was given on April 13th, 2025 was 49 days before the increase that took place on June 1st, 2025.
DEADLINE	12/20/2025

APPLICABLE CODE SECTION(S)	Remedy - City Code Sec 6-234(f)
CODE DESCRIPTION	A landlord who is not in substantial compliance with any provision of this chapter, including but not limited to the Rent Stabilization Ordinance, may not demand, accept or retain any rent increase otherwise permitted by this section or any other provision of this Code or Maine statute.

Amanda Giroux /
9 Lucina Terrace
Gorham, ME 04038

COMMENTS	The owner is ordered to reduce the rent to the last code-compliant amount of $1,600.00 and reimburse the tenant(s) any overcharge. Reimbursement to tenants can be made by lump-sum payment or credit toward future rent. The owner must notify the City when resolution is made. Proof of resolution should show the amount of reimbursement due to each tenant, the method of reimbursement and must be signed by both the owner and tenant. The proof of resolution can be mailed to 389 Congress St, Portland, ME 04101 or sent electronically to rentcontrol@portlandmaine.gov
DEADLINE	12/20/2025

Amanda Giroux /
9 Lucina Terrace
Gorham, ME 04038

Dylan Orr <dorr@portlandmaine.gov>

Rent Increase Application Hearing Confirmation for 3/25/2026 Rent Board Meeting - 90 Rockland Ave

Amanda and Lou Simms <amandaandlou2016@gmail.com> Thu, Mar 19, 2026 at 7:16 AM
To: Dylan Orr <dorr@portlandmaine.gov>

Hello Dylan,

We spoke briefly over the phone yesterday. We respectfully request that the Rent Board remove the agenda item regarding 90 Rockland Ave for next week's meeting.

We are currently in the process of our legal challenge regarding the City's Notice of Violation from November 20, 2025. We hope that this matter will be resolved within the next few weeks.

Depending on the outcome of the legal process, we may need to revise some of the information in this rent increase application that we submitted last year. Is there a process for revising an existing application to the Rent Board? Or, would we need to start the process over with a new application?

Thank you for your assistance,
Charles Louis Simms III
90 Rockland Ave
207-409-0056

[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.

City of Portland — Housing Safety Division

RENT INCREASE APPLICATION – MAINTENANCE OF NET OPERATING INCOME

Date of Hearing:

March 25, 2026

Owner Name and Address:

Anna Kuperman & Marina Kuperman-Beade
17 Twelfth St, Providence, RI 02906

Property Address:

305 Deering Ave, both units

CBL:

117-C-001-001

Tenants/Interested Parties:

Yes

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

Note to Applicants

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

Introductory Information

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

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

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

General Information About the Property

Street Address: 305 Deering Ave.

Parcel Numbers(s): PTLDM117BC001001

Year Property Purchased by Current Owner: 2021(inherited)

Total Number of Units on the Property: 2

Total Number of Units Affected by Proposed Rent Increase: 2

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

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

I. Landlord Information

Name: Anna Kuperman and Marina Kuperman-Beade

Phone(s): 401-523-7606

Business Address: 17 Twelfth St.

City, State, Zip: Providence, RI 02906

Business E-mail: annakuperman@gmail.com

II. Agent Information (if applicable)

Name: ______

Phone(s): ______

Business Address: ______

City, State, Zip: ______

Business E-mail: ______

III. Services

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

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

IV. Changes to Services

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

Landlord paid for lawn care, snow removal, water bill, stormwater bill. All services provided without charge in 2023 and 2024. Bills attached.

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

V. Income and Expense Explanation and Calculation

Calculation of Net Operating Income

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

Gross Rental Income

Gross rental income includes:

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

Gross rental income shall not include:

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

VI. Operating Expenses

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

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

Operating expenses shall not include the following:

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

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

Claim for Base Rent Adjustment

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

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

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VII. Income Worksheet

	Base Year (2023)[1]	Current Year (2024)
Rental Income		
1. Gross scheduled rental income (total for the calendar year) including uncollected rent.	$ 51,136.08	$ 51,734.57
2. Portion Attributable to Vacancy	$	$
Fees (indicate what fee is for):		
3. Late fees	$	$
4. List fees, other than utilities, collected for services & amenities not included in rent	$	$
5.	$	$
6.	$	$
7.	$	$
Other Income (list separately by type)[2]:		
8.	$	$
9.	$	$
10.	$	$
Fees charged by landlord for Utilities		
11. Gas	$	$
12. Electricity	$	$
13. Water	$	$
14. Sewer	$	$
15. Garbage & Recycling	$	$
Other Utilities (list separately by type):		
16.	$	$
17.	$	$
18. TOTAL INCOME (add only lines 1 and 3-17)	$ 51,136.08	$ 51,734.57

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

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

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VIII. Operating Expense Worksheet

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

	Base Year (2023)	Current Year (2024)
1. Assessments	$	$
2. Real Property Taxes	9820.95 $	10,845.84 $
3. License Tax/Fee	$	$
4. Rent Board Registration Fees	101 $	101 $
5. Insurance	2695 $	2939 $
6. Accounting	$	2681 $
7. Legal (explain types of legal expenses)	$	$
8. Manager /Management Services	1400 $	5000 $
9. Security	$	$
10. Office Supplies	$	$
12. Normal Repairs	2081 $	2039 $
13. Owner-Performed Labor	$	1470 $
14. Plumbing Maintenance	805 $	$
15. Pool Maintenance	$	$
16. Landscape Maintenance/snow removal	1475 $	1820 $
17. Other Maintenance	650 $	998 $
18. Parking Lot/Street Maintenance	$	$
19. Gas (separately metered only)	$	$
20. Electricity (separately metered only)	$	
21. Water	1523.44 $	2021.06
22. Stormwater	274.50 $	$ 279
23. Amortized portion of Capital Expense (see Sections X, XI and XII column (i))	10,377	$ $ 5895
24. Vandalism Repairs	$	$
25. Uninsured Damages		
27. TOTAL OPERATING EXPENSES	$ 30,988	36,088.90

$

IX. Allowances for Capital Improvements

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

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

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

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

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

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

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

X. Amortization Period of Capital Improvements/Expenses

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

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

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

10

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

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

11

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

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

12

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

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

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

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XI. Interest Allowance on Capital Improvements

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

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

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

Completed Capital Improvement and Expense Worksheet (Base Year) 2023 includes 2020, 2021, 2022 2023

(a) Item #	(b) Brief Description	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
	2023		$	%		$	$	$	$	$
	see worksheet 13A		$	%		$	$	$	$	$
	receipts attached in supporting docs		$	%		$	$	$	$	$
	pages 81-106		$	%		$	$	$	$	$
	labeled 13A, 1-25		$	%		$	$	$	$	$
			$	%		$	$	$	$	$

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

Total for Base Year [add amounts in column (d)]: $ 57,916

Annual Cost for Base Year [add amounts in column (i)]: $ 10,377 worksheet 13A

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

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

Total for Base Year: $ -

[add amounts in column (d)]

Completed Capital Improvement and Expense Worksheet (Current Year)

Year	(a) Item #	(b) Description of Expense	(c) # of Units Impacted By Expense	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Cost	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
2021	1	Boiler replacement	1	$ 8,652.00	8.77%	10	$ 4,371.10	$ 13,023.10	$ 1,302.31	$ 108.53	$ 108.53
	2	House trap replace	2	$ 7,916.00	8.77%	10	$ 3,999.26	$ 11,915.26	$ 1,191.53	$ 99.29	$ 49.65
2022	3	Roof replacement	2	$ 11,400.00	8.77%	10	$ 5,759.42	$ 17,159.42	$ 1,715.94	$ 143.00	$ 71.50
	4	Tub/shower replace	1	$ 9,836.00	8.77%	10	$ 4,969.27	$ 14,805.27	$ 1,480.53	$ 123.38	$ 123.38
	5	Cooktop replace	1	$ 2,899.00	8.77%	5	$ 692.32	$ 3,591.32	$ 718.26	$ 59.86	$ 59.86
	6	Interior lighting repla	1	$ 913.00	8.77%	10	$ 461.26	$ 1,374.26	$ 137.43	$ 11.45	$ 11.45
	7	Masonry repair	2	$ 932.00	8.77%	10	$ 470.86	$ 1,402.86	$ 140.29	$ 11.69	$ 5.85
	8	Kitchen vent hood	1	$ 661.00	8.77%	5	$ 157.86	$ 818.86	$ 163.77	$ 13.65	$ 13.65
	9	Storm door replace	2	$ 762.00	8.77%	5	$ 181.98	$ 943.98	$ 188.80	$ 15.73	$ 7.87
	10	Plb fix + lighting fixt replace	1	$ 666.00	8.77%	10	$ 336.47	$ 1,002.47	$ 100.25	$ 8.35	$ 8.35
2023	11	Water heater replacement	2	$ 9,000.00	8.77%	5	$ 2,149.33	$ 11,149.33	$ 2,229.87	$ 185.82	$ 92.91
	12	Bath fan + DW replace	1	$ 2,844.00	8.77%	5	$ 679.19	$ 3,523.19	$ 704.64	$ 58.72	$ 58.72
	13	Dehumidifiers	1	$900	8.77%	5	$ 214.93	$ 1,114.93	$ 222.99	$ 18.58	$ 18.58
	14	Smoke Alarms	1	$535	8.77%	10	$ 270.29	$ 805.29	$ 80.53	$ 6.71	$ 6.71

13A

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

Total for ~~Base Year~~: Current $ 57,916

[add amounts in column (d)]

Total annual cost (sum of (i)): $ 10,377

WSM

I

Completed Capital Improvement and Expense Worksheet (Current Year) 2024

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

(a) Item #	(b) Brief Description	(c) # of Units Impacted	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
	see 2024		$	%		$	$	$	$	$
	worksheet attached		$	%		$	$	$	$	$
	receipts in supporting docs		$	%		$	$	$	$	$
	109-115		$	%		$	$	$	$	$
			$	%		$	$	$	$	$
			$	%		$	$	$	$	$

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

Total for Current Year [add amounts in column (d)]: $ 38,299

Annual Cost for Current Year [add amounts in column (i)]: $ 5895

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

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

Total for Base Year: $ -

[add amounts in column (d)]

Completed Capital Improvement and Expense Worksheet (Current Year)

Year	(a) Item #	(b) Description of Expense	(c) # of Units Impacted By Expense	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Cost	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
2024	1	Elec + plbg fixt replace	1	$ 3,083.00	8.22%	10	$ 1,448.76	$ 4,531.76	$ 453.18	$ 37.76	$ 37.76
	2	Storm door+lockset replace	2	$ 749.00	8.22%	5	$ 166.96	$ 915.96	$ 183.19	$ 15.27	$ 7.63
	3	Window replacement	1	$ 1,968.00	8.22%	5	$ 438.69	$ 2,406.69	$ 481.34	$ 40.11	$ 40.11
	4	Elec wiring replacement	1	$ 14,402.00	8.22%	10	$ 6,767.76	$ 21,169.76	$ 2,116.98	$ 176.41	$ 176.41
	5	Kitchen renovation	1	$ 17,202.00	8.22%	10	$ 8,083.54	$ 25,285.54	$ 2,528.55	$ 210.71	$ 210.71
	6	Refrigerator	1	$ 895.00	8.22%	10	$ 420.58	$ 1,315.58	$ 131.56	$ 10.96	$ 10.96

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

Total for Base Year: $ 38,299

[add amounts in column (d)]

Total annual cost (sum of (i)): $ 5,895

144

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

S

XIII. Owner-Performed Labor

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

Owner Performed Labor – Base Year

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

Owner Performed Labor – Current Year

Date	Hours	Hourly Rate	Units Impacted	Type of Work
January 2024	6	35	2	emptying and cleaning front and back porches
June 14-17, 2024	12	35	1	emptying and cleaning 307
July 22-25, 2024	12	35	1	emptying and cleaning 307
July 30-31, 2024	12	35	2	yard work, paths, garage cleaning

XIV. Planned Capital Improvements

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

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

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

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

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

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

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XV. Net Operating Income (NOI)

Net Operating Income = Income – Operating Expenses

	Base Year (2023)	Current Year (2024)
1. Total Annual Income	$ 51,136	$ 51,734.57
2. Annual Operating Expenses	$ 30,988	$ 36,088.90
3. Net Annual Operating Income	$ 20,148	$ 15,645.67
4. CPI [Annual Average CPI]	~~281.082~~ 326.016	336.376

5. Percent Annual Increase in CPI Base Year to Current Year — ~~19.67~~ 3.18 %

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

6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase — $ ~~24,111.11~~ 20,788.71

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

7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase — $ ~~8465.44~~ 5143.04

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

8. Allowable Rent Increase/Unit/Month[3] — $ ~~352.73~~ 214.29

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

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

XVI. Monthly Rent Worksheet

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

Unit #	Rent	AIP & New Tenant Increase	Date of Increase	AIP & New Tenant Taken (%)	AIP & New Tenant Deferred (%)	Other Charges (Please specify)	Comment
305 305	2400 $ 2400	$	10/24-9/25	%	%	$	
305 305	2620 $ 2620	$	9/24-10/24	%	%	$	per rent board decision December 2024 (see attached document) I banked $505 in rent and can raise by 10%accordingly to move toward fair market value for the house and to keep up with the improvements that we need to make.
307 307	1942 $ 1942	$	9/24-12/24	%	%	$	
307 307	2136 $ 2136	$	1/25-10/25	%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

~~22~~

	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	
	$	$		%	%	$	

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XVII. Proposed Adjustment Worksheet

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

Indicate method of allocat__I ____

Unit #	Base Period Rent Year (2019)	Date Tenancy Commenced (mm/dd/yyyy)	Initial Rent of Current Tenant/s	Date of Last Rent Increase (mm/dd/yyyy)	Rent used in Current Year Income Calculation	Rent as of Date Petition Submitted	Proposed Rent
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________
___	$ ______	____________	$ ________	___________	$ ________	$ ________	$ ________

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~~24~~

____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______
____	$ ______	__________	$ ______	__________	$ ______	$ ______	$ ______

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

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

Check the factors below that are applicable to your claim.

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

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

C. Other exceptional circumstances: (specify)

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

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

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

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

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

Actual Gross Income for 2019: $ ____________

Proposed Adjusted Gross Income for 2019: $ ____________

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

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

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

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

26

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

Complete only if seeking an adjustment of base year rent.

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

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

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

________ %

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

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

$ ________

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

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

$ ________

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

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

$ ________

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

27

XXI. Other Claims

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

31 SUPPORTING DOCS

pg 6 line 1

2023124

2023
This is based on the 5/1/2024 Notice of Violation and Order to Correct Attachment page 6 line 1-.
305: Based on Attachment p.6 line 1-12 "FY 2023 ... maximum amount that a tenant can be charged was $16,497.74." This number includes 7 months of allowable rent that started in 2023. $16, 497.74/ 7=
$2356.82
2356.82 X 12=28,281.84

307: Based on Attachment p.6 line 1-13, "FY 2023 ... The maximum rent that could be charged for the unit is $22,854.24."
28,281.84+22, 854.24=51,136.08
Total Gross scheduled rental income, including uncollected rent for 2023=. $51,136.08

2024
305. Tenant allowable rent continued to be $2356.82 for January-September 2024 because their lease started October 1, 2023 so it could only be raised after 12 months. Allowable increase for 2024 was 2%, so from October-December 2024 the allowable rent was 2403.96.
2356.82 x 9 = 21,211.38
2403.96 x 3 = 7211.87
Total = 28,423.25

307
Based on the 5/1/2024 Notice of Violation and Order to Correct FY 2024 "The maximum amount of rent that could be charged for the unit is $9713.05" This number includes 5 month of allowable rent for 2024. $971.05/ 5 = 1942.61. So allowable rent for 2024, according to the Notice of Violation was 1942.61 a month x 12 = 23,311.32
28,423,25 = 23, 311.32 = 51,734.57
Total gross scheduled rental income, including unclollected rent for 2024 = 51, 734.57

page 6 line 1-2

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

2023124

RESURGAM. CITY OF PORTLAND, MAINE

05/01/2024
Case Number: RCC2400012
Business License Number: 20170812

Anna Kuperman
17 12th Street
Providence, RI 02906

NOTICE OF VIOLATION AND ORDER TO CORRECT

Anna,

The City of Portland Permitting and Inspections Department inspected the rental data for the located at 305-307 Deering Ave on **May 1, 2024** and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations by **June 1, 2024**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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

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

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

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

Thank you,

Adam O'Connor
Rental Registration Inspector

Page 6 line 1-3

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

2023 & 24

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	**UNIT 305** The tenant was charged **$2,800** month as rent for the unit from starting in October 2023. The tenant has paid rent in the amount of **$19,600** during the course of their lease. The maximum amount that can be charged was **$16,497.74**. Resulting in the tenant being overcharged a total of $3,102.26. The tenant must be made whole by reimbursing the amount overcharged **($3,102.26)**. Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. Please work with your tenant to resolve this issue and notify the City when settled. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	06/01/2024

page 6 line 1-4
2023 & 24

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	**UNIT 307** FY2021: The unit was charged a total of **$21,400** in rent. The maximum amount of rent that could be charged for the unit is **$20,400.** Resulting in the tenant being overcharged a total of **$1,000** for the year. FY2022: The unit was charged a total of **$24,600** in rent. The maximum amount of rent that could be charged for the unit is **$21,359.16.** Resulting in the tenant being overcharged a total of **$3,240.84** for the year. FY2023: The unit was charged a total of **$26,400** in rent. The maximum amount of rent that could be charged for the unit is **$22,854.24.** Resulting in the tenant being overcharged a total of **$3,545.76** for the year. -----Continued on next page-----

page 6 line 1-5
2023124

NON-COMPLIANCE VIOLATION LIST

RENTAL REIMBURSEMENT	FY2024 (year to date): The unit was charged a total of **$11,220** in rent. The maximum amount of rent that could be charged for the unit is **$9,713.05.** Resulting in the tenant being overcharged a total of **$1,506.95** for the year. Summary of Overcharges: **2021: $ 1,000.00** **2022: $ 3,240.84** **2023: $ 3,545.76** **2024: $ 1,506.95** **Total $ 9,293.55** The tenant must be made whole by reimbursing the amount overcharged (**$9,293.55**). Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. Please work with your tenant to resolve this issue and notify the City when settled. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	06/01/2024

37 **AMENDMENT TO LEASE AGREEMENT** Page 6 line
2024

LANDLORD Anna Kuperman **TENANT** Jessica Sydney McMillen and Theresa Nguyen

PROPERTY ADDRESS 305 Deering Ave. Portland ME 04103

This Amendment is made a part of the Residential Lease Agreement (Lease) dated October 1, 2023 between (Landlord's Name) Anna Kuperman, Landlord and (Tenant's Name) Jessica Sydney McMillen and Theresa Nguyen, Tenant(s), for the Leased Premises located at Property Address listed above.

The Lease Agreement will be amended as follows:

Amendment 1

Rent is $2350/monthly June-September 2024

Rent is $2400/monthly October 2024-July 2025

Amendment 2

Tenants pay $2000 June 2024-January 2025
Tenants pay $2400 February 2025-July 2025

$3000 difference in rent owed and rent paid to go towards reimbursement as suggested by Rent Control Board for October 2023-May 2024.

Except as modified by this Amendment, Landlord and Tenant(s) ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the Lease and this Amendment, the provisions of this Amendment will control. From the date of signature below, any and all reference to "Lease" and/or "Lease Agreement" shall mean the Lease as modified by this Amendment.

TENANT SIGNATURE [signature] **DATE** 6/7/24

OWNER SIGNATURE Anna Kuperman **DATE** 6/1/2024

Page 7 line 2-1

38

CITY OF PORTLAND, ME

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a tyler erp solution

Real Estate Paid Tax Statement

2023

Parcel: 117-C-001-001
Location: 305 DEERING AVE

Owner:
KUPERMAN ANNA &
MARINA KUPERMAN-BEADE
17 12TH ST
PROVIDENCE RI 02906

Status:	
Square	0
Land Valuation:	144,700
Building Valuation:	834,200
Exemptions:	0
Taxable Valuation:	978,900

Deed Date: 07/26/2022 Book/Page: 39609/267

Year	Type		Due Date	Principal Due	Int/Pen	Date	Type	Amount
2023	RE-R	1	11/04/2022	4,910.49	0.00	10/12/2022	PAID	4,910.49
		2	03/17/2023	4,910.49	0.00	10/12/2022		4,910.49
Bill #: 35398				9,820.98	0.00			9,820.98
Grand Totals				9,820.98	0.00			9,820.98

** End of Report - Generated by Hannah Burton **

Report generated: 09/25/2025 08:27:27
User: Hannah Burton (HBURTON)
Program ID: txtaxstm

Page

page 7 line 2-2

39

CITY OF PORTLAND, ME

munis
a tyler erp solution

Real Estate Paid Tax Statement

2024

Parcel: 117-C-001-001
Location: 305 DEERING AVE

Owner:
KUPERMAN ANNA &
MARINA KUPERMAN-BEADE
17 12TH ST
PROVIDENCE RI 02906

Status: Square	0
Land Valuation:	144,700
Building Valuation:	834,200
Exemptions:	0
Taxable Valuation:	978,900

Deed Date: 07/26/2022 **Book/Page:** 39609/267

Year	Type		Due Date	Principal Due	Int/Pen	Date	Type	Amount
2024	RE-R	1	10/19/2023	5,199.13	0.00	09/25/2023	PAID	5,199.13
		2	03/14/2024	5,199.13	0.00	09/25/2023		5,199.13
Bill # 2409744				10,398.26	0.00			10,398.26
Grand Totals				10,398.26	0.00			10,398.26

** End of Report - Generated by Hannah Burton **

Report generated: 09/25/2025 08:28:06
User: Hannah Burton (HBURTON)
Program ID: txtaxstm

page 7 line 4-1

Gmail

Anna Kuperman <annakuperman@gmail.com>

Fwd: Payment Confirmation - City of Portland, ME

1 message

Anna Kuperman <annakuperman@gmail.com>
To: Anna K <annakuperman@gmail.com>

Wed, Dec 20, 2023 at 9:08 PM

Begin forwarded message:

From: noreply@mygovpay.com
Date: December 18, 2023 at 3:11:10 PM EST
To: ANNAKUPERMAN@gmail.com
Subject: Payment Confirmation - City of Portland, ME

MyGovPay
EMPOWERED BY TYLER TECHNOLOGIES

City of Portland, ME

Payment Confirmation

Payment Date	Monday, December 18, 2023
Order Number	61654

Line Items

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00093116	20170812	1	$100.00	$100.00

Item Total	$100.00
Convenience Fee	$1.00
Order Total	**$101.00**

Thank you for your payment,

City of Portland, ME

Paid

RECEIPT (REC-081147-2023) FOR CITY OF PORTLAND

Page 7 line 4-D

BILLING CONTACT
Anna Kuperman
17 12th
Providence, RI 02906

Payment Date: 12/18/2023

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
20170812	Long Term Rental Registration Fee	Fee Payment	ECheck	$100.00
			SUB TOTAL	**$100.00**

305 DEERING AVE Portland, ME

TOTAL **$100.00**

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Page 4 The 3/1 2023

THE ANDOVER COMPANIES

Merrimack Mutual Fire Insurance Company Founded 1828 | Bay State Insurance Company Founded 1955
Cambridge Mutual Fire Insurance Company Founded 1833

Renewal Declaration

POLICY NUMBER	POLICY PERIOD	AGENT NO.	AGENT
FP24057304	05/28/2023 to 05/28/2024 12:01 AM Standard Time	7088	Telephone: 207 370-6773

NAME AND ADDRESS	
ANNA KUPERMAN C/O THE ESTATE OF SAVELY KUPERMAN 17 12TH ST PROVIDENCE RI 02906-2924	LOTFEY DENNETT INS BROKERS 500 WASHINGTON AVE STE 3 PORTLAND ME 04103-5334

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

Full Named Insured

The Estate Of Savely Kuperman

Issuing Company

Merrimack Mutual Fire Insurance Company

Location 1 Described Location Address

305 Deering Ave Portland ME 04103-4856

Rating Information: Frame Construction, 2 Family, Protection Class 2, Territory 30, Tenant occupied dwelling, Year built 1924, BCEG 99

Deductible: In case of a loss, we cover only that part of the loss over $1,000.

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN OR A PREMIUM IS STATED

		Premium for Perils Insured Against		
Coverages	**Limits of Liability**	**Fire**	**Special Form**	**Total Premium**
A - Dwelling	$894,000	$998.00	$1,683.00	$2,681.00
B - Other Structures	10% of Coverage A - See Policy Forms			$0.00
C - Personal Property	$10,000	$11.00	$19.00	$30.00
D - Fair Rental Value	Actual Loss Sustained - See D-142			$0.00
E - Additional Living Expense	Included in Coverage D			$0.00
Premises Liability	$1,000,000			$91.00
Medical Payments per person	$5,000			$21.00
per accident	$25,000			

Continued on Next Page

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THE ANDOVER COMPANIES

Merrimack Mutual Fire Insurance Company Founded 1828 | Bay State Insurance Company Founded 1955
Cambridge Mutual Fire Insurance Company Founded 1833

2023

Renewal Declaration

POLICY NUMBER	POLICY PERIOD	AGENT NO.	AGENT
FP24057304	05/28/2023 to 05/28/2024 12:01 AM Standard Time	7088	Telephone: 207 370-6773

NAME AND ADDRESS

ANNA KUPERMAN
C/O THE ESTATE OF SAVELY KUPERMAN
17 12TH ST
PROVIDENCE RI 02906-2924

LOTFEY DENNETT INS BROKERS
500 WASHINGTON AVE STE 3
PORTLAND ME 04103-5334

Form Number	Form Title
DL2443 03/04	Lead Poisoning Exclusion Maine
D905 01/22	Enhanced Home Repair or Replacement Cost Protection
DP0411 12/02	Automatic Increase in Insurance
DP0422 07/14	Limited Fungi Wet or Dry Rot or Bacteria Coverage
DP0470A 01/22	Premises Alarm or Protective Device System
DP0695A 01/22	Broadened Water Back Up and Sump Discharge or Overflow Coverage
DP0471 12/02	Ordinance or Law Increased Amount of Coverage DP2 & DP3 only
DL2471 12/02	Limited Fungi Wet or Dry Rot or Bacteria Coverage
DL2518 05/16	Special Provisions Maine
D962 01/22	Dwelling Liability Amendatory

Total Annual Premium..$2,695.00

Notices:

P-714 06/21	Payment Plan Information Notice
ILP001 01/04	OFAC Advisory Notice to Policyholders
H-943 04/18	Privacy Notice
HF-153 06/14	Important Flood Notice
D961 01/22	Policyholder Notice

Countersignature of Authorized Agent
(where required)

04/10/2023
Date

Pg. 7 line 5-3
2024

THE
ANDOVER
COMPANIES.
• EST 1828 •

MERRIMACK MUTUAL FIRE INSURANCE COMPANY FOUNDED 1828
CAMBRIDGE MUTUAL FIRE INSURANCE COMPANY FOUNDED 1833
BAY STATE INSURANCE COMPANY FOUNDED 1955

Payment Details:

Policy Number:	FP24057304
Payment Amount:	$2939.00
Remittance ID:	355507012

Total Payment: $2939.00

Payment Scheduled Date: 05/27/2024
Transaction Type: ACH
Partial Account No: ****5081
Billing Information: Anna Kuperman

page 7 line 6-1

2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2402-004

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906					
Date of this invoice:	26 August 2024					
Job name:	KUPERMAN					
Work completed:	Rent Board petition project					
Labor						$825.00
Heartwood labor	7/22/24-8/8/24	15	hrs. @	$55.00	/hr.	
Materials						
					Sub-total:	$825.00
					Builder's fee: 15% of materials:	$0.00
					Total:	$825.00
					BALANCE DUE:	**$825.00**

page 7 line 6-2

2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2402-009

Customer:	Anna Kuperman					
	17 12th Street					
	Providence, RI 02906					
Date of this invoice:	1 November 2024					
Job name:	KUPERMAN					
Work completed:	Rent Board petition project					
Labor						$536.25
Heartwood labor	8/9/24-10/31/24	9.75	hrs. @	$55.00	/hr.	
Materials						

					Sub-total:	$536.25
					Builder's fee: 15% of materials:	$0.00

					Total:	$536.25
					BALANCE DUE:	**$536.25**

Page 7 line 6-3
2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

								Invoice #2402-012
Customer:	Anna Kuperman							
	17 12th Street							
	Providence, RI 02906							
Date of this invoice:	31 December 2024							
Job name:	KUPERMAN							
Work completed:	Rent Board petition project							
Labor								
Heartwood labor	11/1/24 - 12/30/24		24	hrs. @	$55.00	/hr.		$1,320.00
Materials								

							Sub-total:	$1,320.00
					Builder's fee: 15% of materials:			$0.00

							Total:	$1,320.00
							BALANCE DUE:	**$1,320.00**

48

Learn More

OK

CLOSE

Pg. 7 line 8-1

2023

Docusign Envelope ID: EB6E5D09-732F-4293-9612-8E6A0BFB4ADD

To whom it may concern,

In 2023 the Kuperman family contacted me to assist in finding applicants for them to determine qualifications to rent 1 of 2 units at 305 Deering Avenue, Portland.

Services were rendered and payment of $1400 was satisfied on October 5th, 2023.

All my Best,

Joel Turgo

DocuSigned by:
Joel Turgo

8/5/2024 | 11:39 AM EDT

ANNA KUPERMAN
17 12TH ST
PROVIDENCE, RI 02906-2924

174
52-60/112
133

December 15 2024
Date

Pay to the Order of Anna Kuperman $ 5,000—

Five-Thousand & 00/100 Dollars

Photo Safe Deposit® Details on back

KeyBank National Association
1-800-KEY2YOU® Key.com®

For property management 305 Deechs Ave.

MP

⑆011200608⑆ 198613445081⑈ 0174

Harland Clarke

pg 7 line 8-2
2024

50

KUPERMAN RESIDENCE
GENERAL REPAIRS

Date	Purpose	Vendor	2019	2020	2021	2022	2023	2024
2019								
2020								
2021								
6/23/21	Sewer line snake	Zoom Drain			$674			
2022								
6/22/22	Back door repair	Heartwood Builders				$25		
6/26/22	Roof deck patch					$180		
2023								
5/16/23	Tub repair	Rick's Tub					$250 (p. 7 Line 12-1)	
9/20/23	305 fridge repair + front door lockset + drain fix + misc	Heartood Builders					$435 (p. 7 Line 12-2)	
10/13/23	No heat repair	Doghouse Energy					$155 (p. 7 Line 12-3)	
11/1/23	No-heat repair	Doghouse Energy					$243 (p. 7 Line 12-6)	
11/12/23	No-heat visit+toilet leak+switch+adjust doors	Heartood Builders					$578 (p.7 Line 12-4)	
12/15/23	toilet repair+adjust door+water filter remove+dryer handle repair	Heartood Builders					$812 (p.7 Line 12-5)	
2024								
3/15/24	305 kit faucet repair	Heartwood Builders						$83
8/26/24	305 faucet repairs	Heartwood Builders						$427
8/26/24	307 repairs + locksets	Heartwood Builders						$895
		TOTAL:	$0	$0	$674	$205	2081	$1,405

Pg. 7 line 12-1

normal repairs 2020-23

51

RICK'S TUB & SHOWER REPAIR

REPAIRING SINCE 1979

pg. 7 line 12-2
2023

Rick Hasson/Shena Swain

Fiberglass & Acrylic Repairs
New & Old Tubs/Showers

Tel 207-387-3479
141 Lunts Hill Rd
Litchfield, ME 04350

DATE	INVOICE #
5-16-23	7825

BILL TO	JOB LOCATION
Paid on site check # 704	307 Deering Ave Portland, ME

TELEPHONE

Amanda Hannan 617-306-2762

P.O. NUMBER	TECHNICIAN
	Shena

ITEM	DESCRIPTION	SERVICED	AMOUNT
60" t/s off white 82/KW	8" crack bottom	[redacted] 5/16/23	250.00

Fiberglass and acrylic repairs are guaranteed for one year unless otherwise specified. Repair is not guaranteed against chipping, scratching or man made damage.

TERMS & CONDITIONS:
Balance due upon completion of work. 1 ½ % per month after 30 days.

TOTAL $250.00

page 7 line 12-3

2023

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	Invoice #2311-001
Date of this invoice:	20 September 2023	
Job name:	KUPERMAN	

Work completed:
1st fl bathroom fan replacement
DW installation/basement plumbing
Coordinate water heater replacement
Refrigerator repair
Keys/unclog drain/replace den bulbs/repair front door lockset

Labor						
Heartwood labor	8/25/23-9/4/23	31.25	hrs. @	$55.00	/hr.	$1,718.75
Materials						
Appliance Doctor	9/4/23					$305.00
Downeast Appliance	8/22/23					$790.20
Home Depot	8/22/23-8/31/23					$273.09
Maine Hardware	8/26/23					$15.77
Riverside Recycling	8/26/23					$14.00
					Sub-total:	$3,116.81
					Builder's fee: 15% of materials:	$161.86
					Total:	$3,278.67
					BALANCE DUE:	**$3,278.67**

Repairs: Fridge repair
front door lockset repair
Unclog drain.
bulb replacement
} $435

Capital Improvments: $2,843

page 7 line 12-4
2023

Dog House
HEATING • AIR • PLUMBING

Dog House
P.O. Box 405, Freeport, Maine 04032 United States
(207) 865-0989
www.calldoghouse.com

Invoice 29491128
Invoice Date 10/13/2023
Completed Date 10/13/2023
Customer PO
Payment Term Due Upon Receipt
Due Date 10/13/2023

Billing Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Job Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Description of Work

No heat. Found that the thermostats wires were never reconnected back to the boiler. Reconnected thermostat and tested operations. Noticed that system was slightly overfilled. Drained water down until visible in glass. Recommend that automatic water feeder be installed as well to ensure that system does not run low on water. Will need to provide estimate.

Task #	Description	Quantity	Your Price	Your Total
labor rate 30 minutes add on	Additional 30 minutes of time required	1.00	$154.50	$154.50

Paid On	Type	Memo	Amount
10/13/2023	MasterCard		$154.50

Potential Savings	$15.45
Sub-Total	$154.50
Tax	$0.00
Total Due	$154.50
Payment	$154.50
Balance Due	$0.00

Thank you for choosing Dog House !

This invoice is agreed to and acknowledged. Payment is due upon completion. A service fee of $35.00 will be charged for any returned checks, and a financing charge of 1.5% per month shall be applied for overdue amounts.

10/13/2023

I find and agree that all work performed by Dog House has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

10/13/2023

I authorize Dog House to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

10/13/2023

p. 7 line 12-5

2023

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2311-002

Customer: Anna Kuperman
17 12th Street
Providence, RI 02906

Date of this invoice: 17 November 2023

Job name: KUPERMAN

Work completed: No-heat repair
Mtgs Theresa
Site visits: window replacement/close window/toilet leak/light switch/adjust doors

Labor					
Heartwood labor	9/7/23-11/17/23	10.5	hrs. @	$55.00 /hr.	$577.50
Materials					
				Sub-total:	$577.50
				Builder's fee: 15% of materials:	
				Total:	$577.50
				BALANCE DUE:	**$577.50**

pg. 7 line 12-6

2023

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2311-003

Customer: Anna Kuperman
17 12th Street
Providence, RI 02906

Date of this invoice: 15 December 2023

Job name: KUPERMAN

Work completed:
Toilet repair (2)
Bathroom sink faucet diagnosis
Adjust bedroom door
Water filter removal + valve installation
Dryer repair

Labor					
Heartwood labor	11/18/23-12/15/23	10.5	hrs. @	$55.00 /hr.	$577.50
Materials					
Appliance Parts Pros					$33.43
Home Depot					$91.71
Maine Hardware					$79.19
				Sub-total:	$781.83
				Builder's fee: 15% of materials:	$30.65
				Total:	$812.48
				BALANCE DUE:	**$812.48**

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KUPERMAN RESIDENCE

GENERAL REPAIRS

Date	Purpose	Vendor	2019	2020	2021	2022	2023	2024	
2024									
3/15/24	305 kit faucet repair	Heartwood Builders						$83	Inv #003
8/26/24	305 faucet repairs	Heartwood Builders						$427	Inv #005
8/26/24	307 repairs + locksets	Heartwood Builders						$895	Inv #005
12/31/24	305 sink repair	Heartwood Builders						$429	Inv #013
12/31/24	307 toilet+dryer repair	Heartwood Builders						205	Inv #013

								$2,039	
			----------	----------	----------	----------	----------	----------	
		TOTAL:	#REF!	#REF!	#REF!	#REF!	#REF!	$4,078	

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2024

page 7 line 12-

page 7 line 12-8
2024

INVOICE								
HEARTWOOD BUILDERS								
66 Colonial Rd.								
Westbrook, ME 04092								
Tel: 207-266-8018								
Customer:	Anna Kuperman							Invoice #2402-003
	17 12th Street							
	Providence, RI 02906							
Date of this invoice:	15 March 2024							
Job name:	KUPERMAN							
Work completed:	kitchen faucet repair							
Labor								
Heartwood labor	3/8/24+3/11/24		1.5	hrs. @	$55.00	/hr.		$82.50
Materials								

							Sub-total:	$82.50
					Builder's fee: 15% of materials:			$0.00

							Total:	$82.50
							BALANCE DUE:	**$82.50**

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2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

						Invoice #2402-005
Customer:	Anna Kuperman					
	17 12th Street					
	Providence, RI 02906					
Date of this invoice:	26 August 2024					
Job name:	KUPERMAN					
Work completed:	Inspect 307 Deering					
	Leaking water line repair					
	Kitchen faucet replacement					
	Bathroom faucet diagnosis/repair					
	Lockset replacement					
Labor						
Heartwood labor	3/13/24-8/25/24	15.75	hrs. @	$55.00	/hr.	$866.25
Materials						
Home Depot	3/13/24-8/25/24					$359.29
Zoro	3/13/24-8/25/24					$37.44

					Sub-total:	$1,262.98
					Builder's fee: 15% of materials:	$59.51

					Total:	$1,322.49
					BALANCE DUE:	**$1,322.49**

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2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

							Invoice #2402-013
Customer:	Anna Kuperman						
	17 12th Street						
	Providence, RI 02906						
Date of this invoice:	31 Dec 2024						
Job name:	KUPERMAN						
Work completed:	305 Deering: Sink drain and trap replacement						
Labor							
Heartwood labor	12/21/2024		5	hrs. @	$55.00	/hr.	$275.00
Materials							
Home Depot	12/21/2024						$134.16

						Sub-total:	$409.16
						Builder's fee: 15% of materials:	$20.12

						Total:	$429.28
Work completed:	307 Deering: Toilet repair + dryer duct replacement						
Labor							
Heartwood labor	12/27/2024		3	hrs. @	$55.00	/hr.	$165.00
Materials							
Home Depot	12/27/2024						$27.50
Maine Hardware	12/27/2024						$7.38

						Sub-total:	$199.88
						Builder's fee: 15% of materials:	$5.23

						Total:	$205.11
						BALANCE DUE:	**$634.40**

p. 7 line 14-1

p. 7 line 14-1
2023

DEAD RIVER COMPANY
PO BOX 467
SCARBOROUGH ME 04070-0467
(207) 883-9515 OR 800-[illegible]
www.deadriver.com

Ms Amanda Hannan
307 Deering Avenue
Portland, ME 04103

Account Number	814638
Invoice	56135
Date of Service	10/10/23
Invoice Total	$381.52
Payment Due Date	11/19/23

Service Invoice

Qty	Description	Amount	Total
	Service Location: 307 Deering Ave/Portland ME 04103		
	Work Performed: Worked On Heating Equipment		
	Oil Burner Service		
	Technician found boiler plugged, soot on top and front . Changed nozzle and electrodes.Recommends a tune up and other repairs.		
	Thank you for choosing Dead River Company!		
1.0	ELECTRODE KIT 5780 BECKETT	$48.55	
1.0	NOZZLE 1.20 X 80 A	$12.95	
1.0	SERVICE SUPPLIES CHARGE	$12.95	
	Total Parts		$74.45
	Total Labor 1.91 Hours		$303.69
	State Sales Tax		$3.38

Minimum one hour labor charge
Past due balances incur a late fee (18% ANNUAL PERCENTAGE RATE)
Insufficient funds checks will be charged a $35.00 fee
You can now pay your bill online with MyAccount at www.deadriver.com

DEAD RIVER COMPANY
PO BOX 467
SCARBOROUGH ME 04070-0467
(207) 883-9515 OR 800-287-[illegible]

☐ Change of Address? Check here and fill out the back portion

☐ For credit card payment, please see reverse side

ACCOUNT NUMBER:	814638
DUE DATE:	11/19/23
AMOUNT DUE:	$381.52
AMOUNT ENCLOSED:	$________________

MS AMANDA HANNAN
307 DEERING AVENUE
PORTLAND, ME 04103

Please Mail Your Payments To:

Dead River Company
PO Box 70354
Philadelphia, PA 19176-0354

0755000814638102023000038152056135000000000000000000000000000006

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2023

DEAD RIVER COMPANY
PO BOX 467
SCARBOROUGH ME 04070-0467
(207) 883-9515 OR 800-287-9993
www.deadriver.com

Ms Amanda Hannan
307 Deering Avenue
Portland, ME 04103

INVOICE SUMMARY

Account Number	814638
Invoice	49698
Date of Service	11/24/23
Invoice Total	**$423.35**
Payment Due Date	**12/30/23**

PAID

Service Invoice

11.30.23*5500

ACCOUNT ACTIVITY

Qty	Description	Amount	Total
	Service Location: ./307 Deering Avenue/./Portland ME 04103		
	Work Performed: Performed Annual Tune Up		
	Annual Tune Up		
	Technician brushed and vacuumed the unit.		
	Changed the nozzle, filter and strainer.		
	Inspected for servicer plan and follow		
	work up needed to qualify.		
	Thank you for choosing Dead River Company!		
	Total System Efficiency 80.00%		
1.0	FILTER OIL CARTRIDGE CELLULOSE RF1W/1A-25A	$11.95	
1.0	NOZZLE 1.20 X 80 B	$12.95	
1.0	PUMP STRAINER SSC-109 /P193	$12.95	
1.0	SERVICE SUPPLIES CHARGE	$12.95	
	Total Parts		$50.80

SEE REVERSE FOR ADDITIONAL ACTIVITY

Minimum one hour labor charge
Past due balances incur a late fee (18% ANNUAL PERCENTAGE RATE)
Insufficient funds checks will be charged a $35.00 fee
You can now pay your bill online with MyAccount at www.deadriver.com

DEAD RIVER COMPANY
PO BOX 467
SCARBOROUGH ME 04070-0467
(207) 883-9515 OR 800-287-9993

☐ Change of Address? Check here and fill out the back portion

☐ For credit card payment, please see reverse side

PAYMENT SECTION

ACCOUNT NUMBER:	814638
DUE DATE:	**12/30/23**
AMOUNT DUE:	**$423.35**
AMOUNT ENCLOSED:	$

Total: $805

Please Mail Your Payments To:

MS AMANDA HANNAN
307 DEERING AVENUE
PORTLAND, ME 04103

Dead River Company
PO Box 70354
Philadelphia, PA 19176-0354

0755000814638113023000042335049698000000000000000000000000006

361653 p.7 line 16-

2023

Invoice Quinn's Landscaping + Property Maintenance

SOLD TO Anna Kuperman	~~SHIP TO~~ From Quinn's Landscaping + Property Maintenance
ADDRESS 307 Deering Ave.	ADDRESS
CITY, STATE, ZIP Portland, ME	CITY, STATE, ZIP Portland, ME

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		services rendered for 2023			
	–	Snow removal			
		Total cost for year			
	–	$5470			
		Paid in full			

adams 5840 — 09-15

Quinn's Landscaping + Property Maintenance [signature]

P.7 1.e
16.2

2023

GRANT
PROPERTY SERVICES

July 30, 2024

To Whom It May Concern:

This letter is to confirm receipt of the following payments for services rendered at 305 Deering Ave, Portland ME by Anna Kuperman. My company has been performing regular contracting services, including mostly landscaping, periodically at the address since 2019.

Month/Year	Amount
10/2019	$450.00
06/2020	$500.00
11/2020	$225.00
01/2021	$65.00
07/2021	$750.00
09/2021	$75.00
11/2021	$600.00
05/2022	$400.00
10/2022	$700.00
04/2023	$80.00
06/2023	$575.00
12/2023	$350.00
07/2024	$600.00

$1,005

Should you have any questions, I may be contacted at (207) 272 - 2268.

Best,

Benjamin Grant
Owner
Grant Property Services, LLC

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2023

Grant Property Services, LLC
Benjamin Grant, Owner
54 Cathedral Oaks Dr,
Biddeford ME 04005

GRANT
PROPERTY SERVICES

Bill to:
Anna Kupperman
Re: 305 Deering Ave
Portland ME

Dates:
4/25/2024

Description	Amount
Clean up	150

Total Due: $150

Thank you for supporting our small business and please contact us at grantpropertyservicesme@gmail.com with any questions. Invoice may be paid via cash, check (addressed to Grant Property Services, LLC and mail to 54 Cathedral Oaks Dr, Biddeford ME 04005) or Venmo (BenjaminAGrant).

pg. 7 line 16-4
2024

Grant Property Services, LLC
Benjamin Grant, Owner
54 Cathedral Oaks Dr,
Biddeford ME 04005

GRANT
PROPERTY SERVICES

Bill to:
Anna Kupperman
Re: 305 Deering Ave
Portland ME

Dates:
July, 2024

Description	Amount
Hedges, Tree Removal	500

Total Due: $500

Thank you for supporting our small business and please contact us at grantpropertyservicesme@gmail.com with any questions. Invoice may be paid via cash, check (addressed to Grant Property Services, LLC and mail to 54 Cathedral Oaks Dr, Biddeford ME 04005) or Venmo (BenjaminAGrant).

Pg. 7 line 16-5
2024

Grant Property Services, LLC
Benjamin Grant, Owner
54 Cathedral Oaks Dr,
Biddeford ME 04005

GRANT
PROPERTY SERVICES

Bill to:
Anna Kupperman
Re: 305 Deering Ave
Portland ME

Dates:
November, 2024

Description	Amount
Leaf clean up	450

Total Due: $450

Thank you for supporting our small business and please contact us at grantpropertyservicesme@gmail.com with any questions. Invoice may be paid via cash, check (addressed to Grant Property Services, LLC and mail to 54 Cathedral Oaks Dr, Biddeford ME 04005) or Venmo (BenjaminAGrant).

5:41

Quinn Kapala

Pg. 7
line 16-6
2024

Feed Between You

You paid Quinn Kapala - $60.00
Mar 24, 2024
3/23

You paid Quinn Kapala - $60.00
Feb 16, 2024
snow2/15

You paid Quinn Kapala - $60.00
Jan 30, 2024
1/28 snow

You paid Quinn Kapala - $60.00
Jan 27, 2024
snow 1/24

You paid Quinn Kapala - $60.00
Jan 11, 2024
snow 1/8

5:41

Quinn Kapala

Pg. 7
line 16-7
2024

Pay or Request

Feed | Between You

You paid Quinn Kapala - $120.00
Feb 05
1/31 and 2/2 2025

You paid Quinn Kapala - $60.00
Jan 27
Snow 1/20/25

You paid Quinn Kapala - $60.00
Jan 13
1/11/25 slow removal

You paid Quinn Kapala - $120.00
Dec 30, 2024
December 2024 snow removal
1

You paid Quinn Kapala - $60.00
Apr 13, 2024
4/5 snow

6:58

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2023

Payment details

RL

Rodney Lajoie

"cleaning"

- $650

Social activity

♥ 1 💬 0

Status

Complete

Payment method

CITIZENS BANK, NATIONAL ASSOCIATION Personal Checking

Bank •• 5785

Transaction details

August 21, 2023, 12:20 PM · Public

Paid to

@Rodney-Lajoie-1

Type of transaction

Payments between friends

Transaction ID

[redacted]

PAGE 7 LINE 17-2
2023

Statement

DATE August 18-21 TERMS clean Empty House

TO Portland Enforcement
(Bill) Cleaning Srivces

IN ACCOUNT WITH Anna Coopman.

Aug 18 Thourly
cleaned:
Appliances - Oven - frig
Bathrooms
19th Floors - washed
Cupboards - washed
Glass - inside
Vacumed
Throught

Aug 21st PAID IN FULL
Bethany Dyer

Total: $650.00

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

72

KUPERMAN RESIDENCE

OTHER MAINTENANCE

Date	Purpose	Vendor	2019	2020	2021	2022	2023	2024
2024								
9/18/24	307 tenant debris removal	The Dump Guys						$550
12/31/24	305 boiler annual service	Dog House Heating						$199
12/31/24	Total Home Care Maintenance Plan	Dog House Heating						$249

								$998
		TOTAL:						

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2024

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Pg. 7 line 17-4

2024

Dog House
33 Bath Road, Brunswick, ME 04011 United States
(207) 865-0989
www.calldoghouse.com

Estimate 40107348
Job 34372163
Estimate Date 12/31/2024
Customer PO

Billing Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Job Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Estimate Details

Thcc 3

Service #	Description	Quantity	Your Price	Your Total
THCC-NEW	New T.H.C.C. membership, effective /2024 - /2025. Enjoy the benefits of being a Total Home Care Club member, including: ~ Free consultations to assess any repair needs for the duration of your membership. Using the THHC saves you $99 for each diagnostic occurrence. ~ 10%-member discount rate. This discount is for replacement parts and repair services. ~ Fast, free financing, through EnergyPlus Home Improvement Financing from NEIF. ~ Live technical assistance. ~ One Annual Maintenance Appointment (up to $199 value). ~ One Annual Plumbing Inspection appointment (up to $308 value). Our team is happy to have the opportunity to provide you with peace of mind for all of your HVAC & Plumbing needs!	1.00	$249.00	$249.00

Sub-Total	$249.00
Tax	$0.00
Total	$249.00

Thank you for choosing Dog House!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Dog House as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

*PLEASE NOTE: diagnostic fees are waived if the customer agrees to have repair work completed. If the customer cancels the repair work, the diagnostic fee will be charged.

12/31/2024

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pg. 7 line 17-5

Dog House
33 Bath Road, Brunswick, ME 04011 United States
(207) 865-0989
www.calldoghouse.com

Estimate 40107354
Job 34372163
Estimate Date 12/31/2024
Customer PO

2024

Billing Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Job Address
Anna Kuperman Rental1
305 Deering Avenue
Portland, ME 04103 USA

Estimate Details

Annual oil maintenance

Service #	Description	Quantity	Your Price	Your Total
ATU-Oil	Our annual tune-up for your furnace includes: ~Test pump ~Test ignitor ~Check electrodes ~Test cad cell ~Inspect oil tank and line ~Inspect chimney ~Brush VAC efficiency test ~Check chamber and cleanouts ~Document code and safety hazards. Parts include: 1 nozzle, 1 pump screen, and 1 tank filter (which we will inspect for leaks after it is changed) . THIS DOES NOT INCLUDE: Air filter, 2nd tank filter, electrodes, cement, or gaskets or any parts not listed.	1.00	$199.00	$199.00

Sub-Total	$199.00
Tax	$0.00
Total	$199.00

Thank you for choosing Dog House!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Dog House as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

*PLEASE NOTE: diagnostic fees are waived if the customer agrees to have repair work completed. If the customer cancels the repair work, the diagnostic fee will be charged.

12/31/2024

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Pg. 7 line 17-6

Gmail

Anna Kuperman <annakuperman@gmail.com>

2024

Your Recent Order

3 messages

The Dump Guy <noreply@appninjas.com> Tue, Sep 17, 2024 at 11:14 AM
Reply-To: The Dump Guy <dumpguyme@gmail.com>
To: Annakuperman@gmail.com

This email was generated when you placed an order with The Dump Guy using a uCharge terminal. Your address has not been added to any list and you will not be emailed twice about this order.

Your Receipt

The Dump Guy

About Your Order

Your Visa ending in 0406 has been **charged in the amount of 550.00 USD.**

Date:	9/17/2024 11:14AM
Total:	550.00 USD
Card:	Visa 0406
Auth Code:	02130D
Description:	305 Deering Ave Portland - Max

Signature

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Thank you for your business!

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2024

Anna Kuperman <annakuperman@gmail.com> Tue, Sep 17, 2024 at 6:03 PM
To: The Dump Guy <dumpguyme@gmail.com>

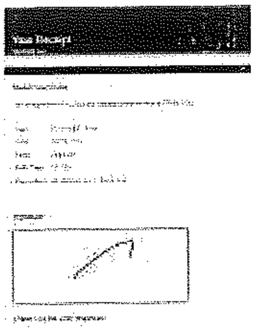
Hi Thanks for the removal today. Cuuld you send me this receipt as an attachment? I cant seem to download it into a pdf to save for my tax files. Thanks!

Anna
[Quoted text hidden]

The Dump Guy <dumpguyme@gmail.com> Wed, Sep 18, 2024 at 9:54 AM
To: Anna Kuperman <annakuperman@gmail.com>

Let me know if this works.

Jack
Dump Guy
[Quoted text hidden]



Anna Kuperman receipt.png
27K

77

Gmail

page 7 line 21-1 Anna Kuperman <annakuperman@gmail.com>

2023

PWD: 305 Deering Avenue

Customer Help <CHelp@pwd.org> Thu, Sep 11, 2025 at 10:47 AM
To: "annakuperman@gmail.com" <annakuperman@gmail.com>

Anna,

Have a nice rest of your day!

Melissa

2023:

Customer Service
Office Hours:
8:00 A.M. - 4:30 P.M.

Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Account 30006733 9/11/2025

ServiceAddress

Customer Payment Activity for 2023

ITEM CATEGORY	ITEM DT	ITEM AMT	Source Ref	Source Spec
PYMNT	01/31/2023	-126.90	Invoice Cloud	
PYMNT	02/28/2023	-158.27	Invoice Cloud	
PYMNT	03/28/2023	-113.29	Invoice Cloud	
PYMNT	05/02/2023	-143.33	Invoice Cloud	
PYMNT	05/30/2023	-143.33	Invoice Cloud	
PYMNT	06/27/2023	-128.31	Invoice Cloud	
PYMNT	08/01/2023	-143.33	Invoice Cloud	
PYMNT	08/29/2023	-54.51	Invoice Cloud	
PYMNT	09/26/2023	-23.62	Invoice Cloud	
PYMNT	10/31/2023	-147.38	Invoice Cloud	
PYMNT	11/28/2023	-131.91	Invoice Cloud	
PYMNT	12/26/2023	-209.26	Invoice Cloud	
		-1,523.44		

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2024:

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2024

Customer Service
Office Hours:
8:00 A.M. - 4:30 P.M.

Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Account 30069427 9/11/2025

ANNA KUPERMAN
17 TWELTH ST
PROVIDENCE, RI 02906

ServiceAddress
305 DEERING AVE

Customer Payment Activity for 2024

ITEM CATEGORY	ITEM DT	ITEM AMT	Source Ref	Source Spec
PYMNT	09/17/2024	-290.46	Invoice Cloud	
PYMNT	10/29/2024	-103.84	Invoice Cloud	
PYMNT	11/26/2024	-119.71	Invoice Cloud	
PYMNT	12/31/2024	-214.93	Invoice Cloud	
		-728.94		

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2024

Customer Service
Office Hours:
8:00 A.M. - 4:30 P.M.

Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

Account 30006733

9/11/2025

ServiceAddress

Customer Payment Activity for 2024

ITEM CATEGORY	ITEM DT	ITEM AMT	Source Ref	Source Spec
PYMNT	01/30/2024	-240.20	Invoice Cloud	
PYMNT	02/27/2024	-164.53	Invoice Cloud	
PYMNT	03/26/2024	-180.44	Invoice Cloud	
PYMNT	04/30/2024	-164.82	Invoice Cloud	
PYMNT	05/28/2024	-196.06	Invoice Cloud	
PYMNT	07/02/2024	-117.96	Invoice Cloud	
PYMNT	08/13/2024	-228.11	Invoice Cloud	
		-1,292.12		

CUSTOMER HELP

Portland Water District Customer Service Department

207-761-8310

CHelp@pwd.org

https://www.pwd.org/

Portland Water District
From Sebago Lake to Casco Bay

CITY OF PORTLAND, ME

munis a tyler erp solution

page 6 line 16

ACCOUNT HISTORY 708077

AR Category: 00

Form Type: S SUMMARY OF CHARGES/PMTS

Account # / Location	Date	Customer Name / Type	Chk/ref #		Amount	Interest Due / Parcel / Int. Included	Ending Balance / Balance	Total Due
708077		104499KUPERMAN ANNA &				.00	.00	.00
305	DEERING AVE			PTLD ME		117-C-001-001		
	08/21/2025	Payment	BANK XFER		-69.75	.00	.00	
	08/01/2025	Charge			69.75	.00	69.75	
	05/21/2025	Payment	BANK XFER		-69.75	.00	.00	
	05/01/2025	Charge			69.75	.00	69.75	
	02/21/2025	Payment	BANK XFER		-69.75	.00	.00	
	02/03/2025	Charge			69.75	.00	69.75	
	11/21/2024	Payment	BANK XFER		-69.75	.00	.00	
	11/01/2024	Charge			69.75	.00	69.75	
	08/21/2024	Payment	BANK XFER		-69.75	.00	.00	
	08/01/2024	Charge			69.75	.00	69.75	
	05/21/2024	Payment	BANK XFER		-69.75	.00	.00	
	05/01/2024	Charge			69.75	.00	69.75	
	02/21/2024	Payment	BANK XFER		-69.75	.00	.00	
	02/01/2024	Charge			69.75	.00	69.75	
	11/21/2023	Payment	BANK XFER		-69.75	.00	.00	
	11/01/2023	Charge			69.75	.00	69.75	
	08/22/2023	Payment	BANK XFER		-69.75	.00	.00	
	08/01/2023	Charge			69.75	.00	69.75	
	05/23/2023	Payment	BANK XFER		-67.50	.00	.00	
	05/01/2023	Charge			67.50	.00	67.50	
	02/22/2023	Payment	BANK XFER		-135.00	.00	.00	
	02/01/2023	Charge			67.50	.00	135.00	
	11/01/2022	Charge			67.50	.00	67.50	
	08/23/2022	Payment	BANK XFER		-67.50	.00	.00	

Pg. 7 line 22

2023 + 2024

Report generated: 09/18/2025 06:57
User: MSHEPHERD
Program ID: utacthst

page 13a (incl)

2023
81 -106

Dog House Energy Services
PO Box 405
Freeport, ME 04032

Phone: (207) 865-0989
info@doghouseheating.
www.doghouseheating.

Dog House
HEATING - AIR - PLUMBING

Bill to
Seth Levy-tenant Anna Kuperman-owner
305 Deering Ave
Portland ME 04103

Ship to
Seth Levy-tenant Ann owner
305 Deering Ave
Portland ME 04103

Work Order #: 4488

Transaction Date: 2/22/2021

Terms: Due Upon Rece

Invoice I3324

Item	Description	Quantity	Price
Flat Rate	• New Burnham MST396 tankless coil steam boiler (high efficiency steam system)• Up to 87% efficient• New Beckett oil burner• New mixing valve• New 6" smoke pipe• New mixing valve• New cold water pipes to join into the existing plumbing system• Remove old boiler	1	$8,652.00

Subtot

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To

Paymer

Balance D

Page **1** of **1**

P13-A line 2-1 ✓

Zoom Drain - New England
3 Eisenhower Dr.
Westbrook, Maine 04092
207-854-6543
www.zoomdrain.com

ZOOM DRAIN

BILL TO
Anna Kuperman
17 12th Street
Providence, RI 02906 USA

INVOICE	INVOICE DATE
12407	Jul 02, 2021

JOB ADDRESS
Amanda Hannan
307 Deering Avenue
Portland, ME 04103 USA

Terms: COD
Completed Date: 7/2/2021

DESCRIPTION OF WORK

Arrived on location to perform house trap removal as quoted.
Removed existing house trap and 4x2 wye picking up kitchen branch.
Installed 4" SCH 40 WYE with 4x2 WYE to pick up existing 2" branch.
Adapted 4x4 WYE onto existing 4" cast main sewer.
Incorporated cleanout on top of 4x2 WYE.

Tested operations, checked for leaks, everything flowing properly at this time.

Follow up camera scope found root infiltration. Performed root removal procedure and cut out 99% of root growth within underground clay main.
Camera scope noted break on top of underground clay main at approximately 36'.
Noted city connection at approximately 46'. At this time break within external main sewer is NOT affecting flow.
Recommended pipe burst of entire external main up to house trap removal. Estimate to follow. Noted city connection at depth of approximately 7.3'

Per request, waited to apply finish concrete until re-pipe estimate is received. Back filled using existing materials and laid bed of crushed stone.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Description of Work	Description of Work: :	1.00	$0.00	$0.00
Z INSTALL SALES	INSTALL: HOUSE TRAP REMOVAL	1.00	$2,450.00	$2,450.00
Z INSTALL SALES	INSTALL: REMOVAL OF RAIN LEADERS (4)	1.00	$400.00	$400.00

P. 13A line 2-2

Z INSTALL SALES	INSTALL: HYDRO-JETTING ROOT REMOVAL SERVICE	1.00	$892.00	$892.00

PAID ON	TYPE	MEMO	AMOUNT
6/24/2021	MasterCard	DEPOSIT	$1,871.00
7/2/2021	Visa		$1,871.00

SUB-TOTAL	$3,742.00
TAX	$0.00
TOTAL DUE	$3,742.00
PAYMENT	$3,742.00
BALANCE DUE	$0.00

Thank you for your business!

CUSTOMER AUTHORIZATION

Signature indicates approval of quoted pricing and acknowledgment of Zoom Drain & Sewer Terms and Conditions

Sign here JM Date 7/2/2021

CUSTOMER ACKNOWLEDGEMENT

Signature indicates approval of work performed.

Sign here JM Date 7/2/2021

I authorize Install to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here Date 7/2/2021

P.43a line 2-3

Zoom Drain - New England
3 Eisenhower Dr.
Westbrook, Maine 04092
207-854-6543
www.zoomdrain.com

BILL TO
Anna Kuperman
17 12th Street
Providence, RI 02906 USA

INVOICE	INVOICE DATE
12388	Jun 23, 2021

JOB ADDRESS
Amanda Hannan
307 Deering Avenue
Portland, ME 04103 USA

Terms: COD
Completed Date: 6/23/2021

DESCRIPTION OF WORK

Arrived on location to address clog in main sewer. Upon arrival noted waste water present on basement floor. Located inlet to house-trap. Opened cover and performed hydro-flush procedure with 3/8 hose. Ran hose approximately 10' before blockage was released and basement begun draining down. Possible roots. Previous services found blockage in same location. Unable to access outlet to trap. Recommended house trap removal with possible root removal. Estimate on file has been updated, customer will clean work area and call back to schedule.

$3742 (HOUSE TRAP REMOVAL/DISCONTINUE RAIN LEADERS/ROOT REMOVAL.
Next Thursday or Friday.

Unable to offer warranty until house trap is removed. Tested operations, checked for leaks, everything flowing properly at this time.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Description of Work	Description of Work: :Arrived on location to address clog in main sewer. Upon arrival noted waste water present on basement floor. Located inlet to house-trap. Opened cover and performed hydro-flush procedure with 3/8 hose. Ran hose approximately 10' before blockage was released and basement begun draining down. Possible roots. Previous services found blockage in same location. Unable to access outlet to trap. Recommended house trap removal with possible root removal. Estimate on file has been updated, customer will clean work area and call back to schedule. $3742 (HOUSE TRAP REMOVAL/DISCONTINUE RAIN LEADERS/ROOT REMOVAL. Next Thursday or Friday.	1.00	$0.00	$0.00

line 2-4

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Unable to offer warranty until house trap is removed. Tested operations, checked for leaks, everything flowing properly at this time.

Z304	ZOOM-JET CLEAN 3"-6" MAIN DRAIN- INSIDE CLEANOUT (Up to 250'): POWERFUL JETS OF WATER SCOUR PIPE CLEAN. UP TO 6 MO. WARRANTY	1.00	$674.00	$674.00

PAID ON	TYPE	MEMO	AMOUNT
6/23/2021	Visa		$674.00

SUB-TOTAL	$674.00
TAX	$0.00
TOTAL DUE	$674.00
PAYMENT	$674.00
BALANCE DUE	$0.00

Thank you for your business!

CUSTOMER AUTHORIZATION

Signature indicates approval to begin work explained for the quoted price of $674.00 and acknowledgment of Zoom Drain & Sewer Terms and Conditions

Sign here JM Date 6/23/2021

CUSTOMER ACKNOWLEDGEMENT

Signature indicates approval of work completed and acknowledgment of Zoom Drain & Sewer Terms and Conditions

Sign here JM Date 6/23/2021

I authorize Service to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here Phone Date 6/23/2021

P. 134 Me 2-5/

CONTRACT TO CLEAN / DIRECTION TO PAY

I/We, Anna Kuperman, authorize Bouchard Cleaning & Restoration, Inc., to enter the property located at 305-307 Deering Ave in Portland, Maine. I/We further authorize Bouchard Cleaning & Restoration, Inc., its agents and employees to begin cleaning and/or repairing damage to said property resulting from an incident which occurred on or about June 24th, 2021, and more particularly described as follows: Septic back up in basement

Self-pay: $3,500.00 (1750.00 has been payed. Final pay of $1750.00 due upon completion of work).

In consideration for the cleaning and repair services rendered by Bouchard Cleaning & Restoration, Inc., its agents and employees, I/We, hereby promise to pay to Bouchard Cleaning & Restoration, Inc. for all costs of cleaning, repair, and/or replacement to said property. AK ______

Please Initial

Insurance Claims:

I/we hereby direct our insurance company to pay the cost of said cleaning, repair, and/or replacement directly to Bouchard Cleaning & Restoration, Inc. ______ I/We acknowledge that insurance may not cover the full costs of services rendered by Bouchard Cleaning & Restoration, Inc., and therefore, acknowledge and agree to pay to Bouchard Cleaning & Restoration, Inc. any sums for cleaning, repair or replacement not covered by insurance, including but not limited to, deductibles and non-covered items. ______

PLEASE READ BEFORE SIGNING

DATE: AK ______

AK ______
Customer Signature

AK ______
Customer (Print Name)

[signature] ______
Bouchard Cleaning & Restoration, Inc. Signature

Andrew Murdoch ______
Bouchard Cleaning & Restoration, Inc. (Print Name)

DKI

cleaning&restoration,inc.
Doing the Dirty Work for You

P.O. Box 2202
Bangor, ME 04402-2202
Phone (207) 947-4454
(800) 479-6676
Fax (207) 262-4080

p.134 line 3 /

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Superior Roofing
525 Riverside St.
Portland, ME 04103
207-702-7663
info@superiorroofingofmaine.com
http://www.superiorroofingofmaine.com

Invoice

BILL TO
Anna Kuperman
17 12th St
Providence, RI 02906

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
22-0821	08/15/2022	$0.00	Due on receipt	

SALES REP	JOB LOCATION	TOWN
JC	305 Deering St	Portland

DESCRIPTION	AMOUNT
Cover walls and any plants, decks, and ground with tarps. Strip and remove up to two layers of shingles and debris, excluding wood shakes from: All attached to main except all lower roofs and Not doing side of main facing Pitt street Additional layers require additional charge of $50.00 per sq. Inspect and clean all roof decking and flashing. Install 6 feet of OC ice and watershield on all eaves. Install 6 feet of OC ice and watershield in all valleys. Install OC ice and watershield around all roof penetrations. Replace existing vent pipe boots. Install deck defense underlayment on remaining exposed roof decking. Install White 8" heavy gauge aluminum dripedge on all eves and rakes. Install Owens Corning Starter Strip Plus. Install 50 year Owens Corning Duration shingles, chosen from book provided. Install new Pro Edge Caps. Clean job site on daily basis and remove all job related debris at completion of installation. All work performed will be compliant with all OSHA Safety Requirements. Existing leaks/ice dam areas Yes No Location: Superior Roofing 2 Year Workmanship Warranty. Additional Information: Leave metal valleys on dormer if in good shape(guys will inspect once shingles are off)	11,400.00
4 Layers of roofing and debris removed from roof. (2 layers were included)	1,500.0
Down payment	-3,800.0

PAYMENT	9,100.0
BALANCE DUE	**$0.0**

PAID

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INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-001

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906
Date of this invoice:	4 June 2022
Job name:	KUPERMAN

Work completed: Shower replacement

30% of Contract price per 6/4/22 Letter of Agreement $2,950.80

Pd in Full
12/31/22

Total: $2,950.80

BALANCE DUE: $2,950.80

P19A line 4-2

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-002

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906
Date of this invoice:	11 June 2022
Job name:	KUPERMAN

Work completed: Shower replacement

Second 30% of Contract price per 6/4/22 Letter of Agreement	$2,950.80
Total:	$2,950.80
BALANCE DUE:	**$2,950.80**

Pd in Full
12/31/22

p. 15A line 4-3

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906					Invoice #2212-003
Date of this invoice:	22 June 2022					
Job name:	KUPERMAN					
Work completed:	Shower replacement					
Final 40% of Contract price per 6/4/22 Letter of Agreement						$3,934.40
Change order #1:	Replace shower supply valves					
Labor						
Heartwood labor	6/2/2022	1.5	hrs. @	$50.00 /hr.		$75.00
Materials						
Home Depot	6/2/2022					$53.25
					Sub-total:	$128.25
Change order #2:	Repair floor under tub					
Labor						
Heartwood labor	6/2/22-6/6/22	6.5	hrs. @	$50.00 /hr.		$325.00
Materials						
Home Depot						$52.28
Lowes	6/3/2022					$33.80
					Sub-total:	$411.08
Change order #3:	Repair back door strike					
Labor						
Heartwood labor	6/21/2022	0.5	hrs. @	$50.00 /hr.		$25.00
					Sub-total:	$25.00
					Sub-total of change orders:	$564.33
					Builder's fee (15% of change order materials)	$20.90
					Total of change orders:	$585.23
					INVOICE BALANCE	$4,519.63

Paid in full
12/31/22

page 13A p. 11?) line 5-1
line 5-1

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-005

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906
Date of this invoice:	30 August 2022
Job name:	KUPERMAN

Work completed:	Project #1: cooktop replacement	
Contract price:	40% of contract amount $2,899.00 complete	$1,159.60
	INVOICE BALANCE:	**$1,159.60**

P. 13A line 5-2

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-006

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906				
Date of this invoice:	30 October 2022				
Job name:	KUPERMAN				
Work completed:	Project #1: cooktop replacement				
Contract price:	50% of contract amount $2,899.00 complete				$1,449.50
Work completed:	Project #2: Kitchen light project				
Labor					
Heartwood labor	10/3-10/27/22	3.5	hrs. @	$50.00 /hr.	$175.00
Work completed:	Project #3: Basement light project				
Contract price:	25% of contract amount $738.00 complete				$184.50
Work completed:	Project #6: Repointing brick landing				
Contract price:	25% of contract amount $932.00 complete				$233.00
				INVOICE BALANCE:	**$2,042.00**

P.13A line 5-3

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-007

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906
Date of this invoice:	13 November 2022
Job name:	KUPERMAN

Work completed:	Project #1: cooktop replacement				
Contract price:	Final 10% of contract amount $2,899.00 complete				$289.90
Work completed:	Project #3: Basement light project				
Contract price:	Final 75% of contract amount $738.00 complete				$553.50
Work completed:	Project #4: Kitchen vent hood project				
Contract price:	100% of contract amount $661.00 complete				$661.00
Work completed:	Project #5: Storm door replacement project				
Contract price:	100% of contract amount $762.00 complete				$762.00
Work completed:	Project #6: Repointing brick landing				
Contract price:	Final 75% of contract amount $932.00 complete				$699.00
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt				
Labor					
Heartwood labor	9/20/22-11/4/22	7.25	hrs. @	$50.00 /hr.	$362.50
Materials					
Home Depot	10/27/22-11/11/22				$263.57
				Sub-total for change order work:	$626.07
				Builder's fee: 15% of c/o materials:	$39.54
				Sub-total for change order work:	$665.61
				INVOICE BALANCE:	**$3,631.01**

p.13A line 6-10

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-006

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906					
Date of this invoice:	30 October 2022					
Job name:	KUPERMAN					
Work completed:	Project #1: cooktop replacement					
Contract price:	50% of contract amount $2,899.00 complete					$1,449.50
Work completed:	Project #2: Kitchen light project					
Labor Heartwood labor	10/3-10/27/22	3.5	hrs. @	$50.00	/hr.	$175.00
Work completed:	Project #3: Basement light project					
Contract price:	25% of contract amount $738.00 complete					$184.50
Work completed:	Project #6: Repointing brick landing					
Contract price:	25% of contract amount $932.00 complete					$233.00
					INVOICE BALANCE:	**$2,042.00**

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INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

		Invoice #2212-007
Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	
Date of this invoice:	13 November 2022	
Job name:	KUPERMAN	

Work completed:	Project #1: cooktop replacement				
Contract price:	Final 10% of contract amount $2,899.00 complete				$289.90
Work completed:	Project #3: Basement light project				
Contract price:	Final 75% of contract amount $738.00 complete				$553.50
Work completed:	Project #4: Kitchen vent hood project				
Contract price:	100% of contract amount $661.00 complete				$661.00
Work completed:	Project #5: Storm door replacement project				
Contract price:	100% of contract amount $762.00 complete				$762.00
Work completed:	Project #6: Repointing brick landing				
Contract price:	Final 75% of contract amount $932.00 complete				$699.00
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt				
Labor					
Heartwood labor	9/20/22-11/4/22	7.25	hrs. @	$50.00 /hr.	$362.50
Materials					
Home Depot	10/27/22-11/11/22				$263.57
				Sub-total for change order work:	$626.07
				Builder's fee: 15% of c/o materials:	$39.54
				Sub-total for change order work:	$665.61
				INVOICE BALANCE:	**$3,631.01**

P. 13# line 7-1

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-006

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906				
Date of this invoice:	30 October 2022				
Job name:	KUPERMAN				
Work completed:	Project #1: cooktop replacement				
Contract price:	50% of contract amount $2,899.00 complete				$1,449.50
Work completed:	Project #2: Kitchen light project				
Labor Heartwood labor	10/3-10/27/22	3.5	hrs. @	$50.00 /hr.	$175.00
Work completed:	Project #3: Basement light project				
Contract price:	25% of contract amount $738.00 complete				$184.50
Work completed:	Project #6: Repointing brick landing				
Contract price:	25% of contract amount $932.00 complete				$233.00
				INVOICE BALANCE:	**$2,042.00**

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p.13A line 7-2

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	Invoice #2212-007
Date of this invoice:	13 November 2022	
Job name:	KUPERMAN	

Work completed:	Project #1: cooktop replacement				
Contract price:	Final 10% of contract amount $2,899.00 complete				$289.90
Work completed:	Project #3: Basement light project				
Contract price:	Final 75% of contract amount $738.00 complete				$553.50
Work completed:	Project #4: Kitchen vent hood project				
Contract price:	100% of contract amount $661.00 complete				$661.00
Work completed:	Project #5: Storm door replacement project				
Contract price:	100% of contract amount $762.00 complete				$762.00
Work completed:	Project #6: Repointing brick landing				
Contract price:	Final 75% of contract amount $932.00 complete				$699.00
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt				
Labor					
Heartwood labor	9/20/22-11/4/22	7.25	hrs. @	$50.00 /hr.	$362.50
Materials					
Home Depot	10/27/22-11/11/22				$263.57
				Sub-total for change order work:	$626.07
				Builder's fee: 15% of c/o materials:	$39.54
				Sub-total for change order work:	$665.61
				INVOICE BALANCE:	**$3,631.01**

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p. [illegible] line 8
p. 13A line 8

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-007

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	
Date of this invoice:	13 November 2022	
Job name:	KUPERMAN	

Work completed:	Project #1: cooktop replacement					$289.90
Contract price:	Final 10% of contract amount $2,899.00 complete					
Work completed:	Project #3: Basement light project					$553.50
Contract price:	Final 75% of contract amount $738.00 complete					
Work completed:	Project #4: Kitchen vent hood project					$661.00
Contract price:	100% of contract amount $661.00 complete					
Work completed:	Project #5: Storm door replacement project					$762.00
Contract price:	100% of contract amount $762.00 complete					
Work completed:	Project #6: Repointing brick landing					$699.00
Contract price:	Final 75% of contract amount $932.00 complete					
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt					
Labor						
Heartwood labor	9/20/22-11/4/22	7.25	hrs. @	$50.00	/hr.	$362.50
Materials						$263.57
Home Depot	10/27/22-11/11/22					
					Sub-total for change order work:	$626.07
					Builder's fee: 15% of c/o materials:	$39.54
					Sub-total for change order work:	$665.61
					INVOICE BALANCE:	**$3,631.01**

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INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-007

Customer: Anna Kuperman
17 12th Street
Providence, RI 02906

Date of this invoice: 13 November 2022

Job name: KUPERMAN

Work completed:	Project #1: cooktop replacement	
Contract price:	Final 10% of contract amount $2,899.00 complete	$289.90
Work completed:	Project #3: Basement light project	
Contract price:	Final 75% of contract amount $738.00 complete	$553.50
Work completed:	Project #4: Kitchen vent hood project	
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Contract price:	100% of contract amount $762.00 complete	$762.00
Work completed:	Project #6: Repointing brick landing	
Contract price:	Final 75% of contract amount $932.00 complete	$699.00
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt	
Labor		
Heartwood labor	9/20/22-11/4/22 7.25 hrs. @ $50.00 /hr.	$362.50
Materials		
Home Depot	10/27/22-11/11/22	$263.57
	Sub-total for change order work:	$626.07
	Builder's fee: 15% of c/o materials:	$39.54
	Sub-total for change order work:	$665.61
	INVOICE BALANCE:	**$3,631.01**

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p. 13A

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2212-007

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	
Date of this invoice:	13 November 2022	
Job name:	KUPERMAN	

Work completed:	Project #1: cooktop replacement				$289.90
Contract price:	Final 10% of contract amount $2,899.00 complete				
Work completed:	Project #3: Basement light project				$553.50
Contract price:	Final 75% of contract amount $738.00 complete				
Work completed:	Project #4: Kitchen vent hood project				$661.00
Contract price:	100% of contract amount $661.00 complete				
Work completed:	Project #5: Storm door replacement project				$762.00
Contract price:	100% of contract amount $762.00 complete				
Work completed:	Project #6: Repointing brick landing				$699.00
Contract price:	Final 75% of contract amount $932.00 complete				
Work completed:	Change order cost-plus tasks: kitchen sink faucet/porch ceil lt/ext motion detector lt				
Labor					
Heartwood labor	9/20/22-11/4/22	7.25	hrs. @	$50.00 /hr.	$362.50
Materials					$263.57
Home Depot	10/27/22-11/11/22				
				Sub-total for change order work:	$626.07
				Builder's fee: 15% of c/o materials:	$39.54
				Sub-total for change order work:	$665.61
				INVOICE BALANCE:	**$3,631.01**

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P. 13A line 11-1

Pine State Services
A Service Experts Company

Why Wait? Call Pine State!

Pine State Services
3 Eisenhower Drive
Westbrook, ME 04092

(207) 883-1200
www.PineStateServices.com

BILL TO
Anna Kuperman
305 Deering Avenue
Portland, ME 04103 USA

INVOICE	INVOICE DATE
165083	Sep 07, 2023

JOB ADDRESS
Anna Kuperman
305 Deering Avenue
Portland, ME 04103 USA

Completed Date: 9/7/2023
Payment Term: Due Upon Receipt
Due Date: 9/7/2023

DESCRIPTION OF WORK

This proposal is to furnish and install (2) new 50 gallon heat pump water heater.
The current boiler feed will be isolated and converted to a heat only application.
This includes the necessary electrical work

Equipment to be installed includes: (2) Bradford White 50 gallon residential heat pump electric 240v water heater
***This Includes instant efficiency Maine rebate
Scope of work to include:

- Coordination with homeowners
- Permit
- Removal and disposal of current tank
- Reconnect to existing electrical circuit from panel to new water heater location
- New 120v electrical outlet wired at water heater location for condensate lift pump
- Converting current piping on boiler to be heat only and re-tuning boiler parameters
- Installation of tank and all ancillary parts to add to hot water distribution piping
- Addition of mixing valve on domestic hot output
- Pipe reconfiguration in immediate area at water heaters to separate unit 305&307
- Connecting immediately to current copper hot line for each unit
- New quarter turn ball valve at each water heater cold feed
- T&P will be piped straight down
- New condensate lift pump and piping to nearest sink or laundry standpipe
- Commissioning tank
- Register product with manufacturer
- Review with homeowner
- 1 year warranty through Pine State
- 10 year limited warranty through manufacturer Exclusions:
- No guarantee that this will resolve or prevent boiler issues, but gives it the best chance for longevity and low fuel consumption

Upon signing this agreement 50% down payment required to begin ordering materials and scheduling

F. line 11-25
13A

102

Remaining balance due upon completion

This quote is valid for 14 days
Thank you,
Garrett Laws, Project Estimator
Pine State Services
207-730-6408
Garrett.laws@pinestateservices.com

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
WHHP-0001	This proposal is to furnish and install (2) new 50 gallon heat pump water heater. The current boiler feed will be isolated and converted to a heat only application. This includes the necessary electrical work Equipment to be installed includes: (2) Bradford White 50 gallon residential heat pump electric 240v water heater ***This Includes instant efficiency Maine rebate Scope of work to include: • Coordination with homeowners • Permit • Removal and disposal of current tank • Reconnect to existing electrical circuit from panel to new water heater location • New 120v electrical outlet wired at water heater location for condensate lift pump • Converting current piping on boiler to be heat only and re-tuning boiler parameters • Installation of tank and all ancillary parts to add to hot water distribution piping • Addition of mixing valve on domestic hot output • Pipe reconfiguration in immediate area at water heaters to separate unit 305&307 • Connecting immediately to current copper hot line for each unit • New quarter turn ball valve at each water heater cold feed • T&P will be piped straight down • New condensate lift pump and piping to nearest sink or laundry standpipe • Commissioning tank • Register product with manufacturer • Review with homeowner • 1 year warranty through Pine State • 10 year limited warranty through manufacturer Exclusions: • No guarantee that this will resolve or prevent boiler issues, but gives it the best chance for longevity and low fuel consumption	2.00	$5,000.00	$4,500.00	$9,000.00

103

P. line 11-3
13A

Upon signing this agreement 50% down payment
required to begin ordering materials and scheduling
Remaining balance due upon completion

This quote is valid for 14 days
Thank you,
Garrett Laws, Project Estimator
Pine State Services
207-730-6408
Garrett.laws@pinestateservices.com

1YRPC	1 Year Preferred Customer Club Membership -Priority Scheduling -Emergency Services 24/7 -Discounted Rates -1 Year Parts & Labor on all Service Repairs -Discounted Service Fee	1.00	$0.00	$0.00	$0.00

PAID ON	TYPE	MEMO	AMOUNT
8/31/2023	Credit Card		$4,500.00
9/7/2023	Credit Card		$4,500.00

MEMBER SAVINGS	$1,000.00
SUB-TOTAL	$9,000.00
TAX	$0.00
TOTAL DUE	$9,000.00
PAYMENT	$9,000.00
BALANCE DUE	$0.00

Thank you for using Pine State Services! We value your feedback. Please don't hesitate to contact us if your installation project wasn't exemplary.

CUSTOMER AUTHORIZATION

Technician Signature:

I believe integrity and quality craftsmanship still count and that you, the customer, are our most important asset. If I've done a good job and you are pleased with our company, please let a friend know. If not, please let me know, I'm proud of my work and my goal is for you to be a lifetime satisfied customer who will recommend and refer our services.

Sign here Date 9/7/2023

CUSTOMER ACKNOWLEDGEMENT

I hereby acknowledge that Pine State Services performed the authorized amount of $9,000.00 as agreed.
I find the service and materials rendered and installed in connection with the above work mentioned to have been

line R

p. 13A

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2311-001

Customer: Anna Kuperman
17 12th Street
Providence, RI 02906

Date of this invoice: 20 September 2023

Job name: KUPERMAN

Work completed:
1st fl bathroom fan replacement
DW installation/basement plumbing
Coordinate water heater replacement
Refrigerator repair
Keys/unclog drain/replace den bulbs/repair front door lockset

Labor						
Heartwood labor	8/25/23-9/4/23	31.25	hrs. @	$55.00	/hr.	$1,718.75
Materials						
Appliance Doctor	9/4/23					$305.00
Downeast Appliance	8/22/23					$790.20
Home Depot	8/22/23-8/31/23					$273.09
Maine Hardware	8/26/23					$15.77
Riverside Recycling	8/26/23					$14.00
					Sub-total:	$3,116.81
					Builder's fee: 15% of materials:	$161.86
					Total:	$3,278.67
					BALANCE DUE:	**$3,278.67**

P.13A Line 14

	Initials	Date
Prepared By		
Approved By		

AFAB
Anything For A Buck
Professional Services
Gorham,Maine
207 329-4884
ericnevers@yahoo.com
Eric S Nevers

10-10-23

ANNA KUPERMAN
DEERING AVE
PORTLAND ME

SMOKE DETECTORS
6 @ $60.00 360.00

LABOR
5 @ $35.00 175.00

$535.00

CC: JOEL TURGO

106

THANK YOU FOR SHOPPING AT
MAINE HARDWARE
(207) 773-5604

60DAY RETURN POLICY WITH RECEIPT

09/23/23 9:40AM TC 562 SALE

41120 1 EA $11.99 EA
HOSE UTILITY 5 $11.99
3935129 1 EA $5.99 EA
LED S11 E26 SW 7.5W $5.99
4000909 1 EA $329.99 EA
DEHUMIDIFIER 50PT $329.99

SUB-TOTAL:$ 347.97 TAX: $ 19.14
TOTAL: $ 367.11
BC AMT: $ 367.11

BK CARD#: XXXXXXXXXXXX0406
MID:*******3880 TID:***3484
AUTH: 09339D AMT: $ 367.11
Host reference #:492184 Bat#

Authorizing Network: VISA

Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000000031010
TVR : 0080008000
IAD : 0602120360A002
TSI : E800
ARC : 00
MODE : Issuer
CVM :
Name : CHASE VISA
ATC :006F
AC : CB3EEB435FF516F0
TxnID/ValCode: 044905

Bank card USD$ 367.11

==>> JRNL# E92184
CUST NO:*5

THANK YOU ANNA KUPERMAN
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

Customer Copy

****
THANK YOU FOR THINKING OF MAINE HARDWARE
****

Find Us, Like Us, on Facebook.

PAGE 13 LINE 13

THANK YOU FOR SHOPPING AT
MAINE HARDWARE
(207) 773-5604

60DAY RETURN POLICY WITH RECEIPT

09/23/23 2:58PM LJ 565 SALE

3369477 1 EA $7.99 EA
TAPCUBE HD GRND ORG BULK $7.99
32202 1 EA $11.99 EA
POWERCNTR 14/3 SJT 3 $11.99
4000904 2 EA $239.99 EA
DEHUMIDIFIER SILVER 22PT $479.98
9161944 1 EA .20 EA
PEPPRMNT PATTE DRK CHOCO $.20
R 8-21-23
SUB-TOTAL:$ 500.16 TAX: $ 27.51
TOTAL: $ 527.67
BC AMT: $ 527.67

BK CARD#: XXXXXXXXXXXX0406
MID:*******3880 TID:***3484
AUTH: 03361D AMT: $ 527.67
Host reference #:492474 Bat#

Authorizing Network: VISA

Chip Read EXPR: XXXX
CARD TYPE:VISA
AID : A0000000031010
TVR : 0080008000
IAD : 0602120360A002
TSI : E800
ARC : 00
MODE : Issuer
CVM :
Name : CHASE VISA
ATC :0076
AC : 9CCF07B0B6536644
TxnID/ValCode: 045133

Bank card USD$ 527.67

==>> JRNL# E92474
CUST NO:*5

THANK YOU ANNA KUPERMAN
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

Customer Copy

****
THANK YOU FOR THINKING OF MAINE HARDWARE
****

Find Us, Like Us, on Facebook.

page 14 A line 1 & 2

2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Customer:	Anna Kuperman						Invoice #2402-001
	17 12th Street						
	Providence, RI 02906						
Date of this invoice:	15 February 2024						
Job name:	KUPERMAN						
Work completed:	Electrical outlet repair & replacement						
	Bathroom GFCI + light switch						
	Adjust doors						
	Laundry area washer box install + misc repairs						
	Radiator enclosure repair						
	Storm door installation						
	Garage lighting projects						
	Front door lockset replacement						
Labor							
Heartwood labor	1/1/24-2/15/24	43.5	hrs. @	$55.00	/hr.		$2,392.50
Materials							
Home Depot							$256.68
Home Depot	Storm door						$262.70
Home Depot	Plumbing parts basement laundry						$524.41
Maine Hardware							$207.88

						Sub-total:	$3,644.17
						Builder's fee: 15% of materials:	$187.75

						Total:	$3,831.92
						BALANCE DUE:	**$3,831.92**

page 14 A line 3

	INVOICE	
	HEARTWOOD BUILDERS 66 Colonial Rd. Westbrook, ME 04092 Tel: 207-266-8018	
		Invoice #2402-002
Customer:	Anna Kuperman 17 12th Street Providence, RI 02906	
Date of this invoice:	1 March 2024	
Job name:	KUPERMAN	
Work completed:	2nd fl bedroom window replacement	
Fixed price contract per 11/21/23 email proposal		$1,968.00
	BALANCE DUE:	**$1,968.00**

page 14 A line 4-1
2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

						Invoice #2402-006
Customer:	Anna Kuperman					
	17 12th Street					
	Providence, RI 02906					
Date of this invoice:	15 September 2024					
Job name:	KUPERMAN					
Work completed:	307 Deering Electrical code remedies					
Labor						$1,045.00
Heartwood labor	9/1/24-9/15/24	19	hrs. @	$55.00	/hr.	
Materials						$1,738.04
Home Depot	9/1/24-9/15/24					

					Sub-total:	$2,783.04
					Builder's fee: 15% of materials:	$260.71

					Total:	$3,043.75
					BALANCE DUE:	**$3,043.75**

page 14 A line 4-2

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2402-007

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906						
Date of this invoice:	20 September 2024						
Job name:	KUPERMAN						
Work completed:	307 Deering Electrical code remedies						
Labor							$5,376.25
Heartwood labor	9/16/24-9/19/24	97.75	hrs. @	$55.00	/hr.		
Materials							$301.96
Home Depot	9/16/24-9/19/24						$204.29
Lowes	9/17/2024						$21.09
Maine Hardware	9/17/2024						

						Sub-total:	$5,903.59
						Builder's fee: 15% of materials:	$79.10

						Total:	$5,982.69
						BALANCE DUE:	**$5,982.69**

page 14 A line 4-3

2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

Invoice #2402-008

Customer:	Anna Kuperman 17 12th Street Providence, RI 02906						
Date of this invoice:	8 October 2024						
Job name:	KUPERMAN						
Work completed:	307 Deering Electrical code remedies						
Labor							$5,211.25
Heartwood labor	9/20/24-10/7/24	94.75	hrs. @	$55.00	/hr.		
Materials							$25.29
Amazon	10/7/2024						$239.08
Home Depot	9/20/24-10/7/24						-$181.38
Lowes							$21.10
Maine Hardware	10/3/2024						
Waste Disposal							$41.25
Riverside Recycling							

						Sub-total:	$5,356.59
						Builder's fee: 15% of materials:	$18.01

						Total:	$5,374.60
						BALANCE DUE:	**$5,374.60**

page 14 A line 5-1
2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

						Invoice #2402-010
Customer:	Anna Kuperman					
	17 12th Street					
	Providence, RI 02906					
Date of this invoice:	17 November 2024					
Job name:	KUPERMAN					
Work completed:	Kitchen renovation					
60% of total fixed price amount of $17,202 from 10/8/24 Letter of Agreement						$10,321.20
Work completed:	Electrical code remedy projects					
Labor						
Heartwood labor	10/8/24-11/16/24	7.5	hrs. @	$55.00	/hr.	$412.50
Materials						

					Sub-total:	$412.50
					Builder's fee: 15% of materials:	$0.00

					Total:	$412.50
Work completed:	Basement plumbing repairs					
Labor						
Heartwood labor	10/8/24-11/16/24	2	hrs. @	$55.00	/hr.	$110.00
Materials						$66.12
Home Depot	10/8/24-11/16/24					-----------
					Sub-total:	$176.12
					Builder's fee: 15% of materials:	$9.92

					Total:	$186.04
					BALANCE DUE:	**$10,919.74**

page 14 A line S-2
2024

INVOICE

HEARTWOOD BUILDERS
66 Colonial Rd.
Westbrook, ME 04092
Tel: 207-266-8018

							Invoice #2402-011
Customer:	Anna Kuperman						
	17 12th Street						
	Providence, RI 02906						
Date of this invoice:	23 December 2024						
Job name:	KUPERMAN						
Work completed:	Kitchen renovation						
40% of total fixed price amount of $17,202 from 10/8/24 Letter of Agreement (100% now billed to date)							$6,880.80
Work completed:	Electrical code remedy projects						
Labor							
Heartwood labor	11/17-12/23/24		28.75	hrs. @	$55.00	/hr.	$1,581.25
Materials							$74.80
Home Depot	11/17-11/23/24						------------
						Sub-total:	$1,656.05
						Builder's fee: 15% of materials:	$11.22

						Total:	$1,667.27
Work completed:	Kitchen change orders						
Labor							$357.50
Heartwood labor	11/17-12/23/24		6.5	hrs. @	$55.00	/hr.	
Materials							$142.65
Home Depot	11/17-11/23/24						$125.55
Home Depot	11/18/2024	kitchen sink					------------
						Sub-total:	$625.70
						Builder's fee: 15% of materials:	$40.23

						Total:	$665.92

page 14 A line 6-i
2024

From: **downeastappliance** noreply@syncpos.net
Subject: Thank you for your order from Downeast Home Appliance.
Date: August 31, 2024 at 12:33 PM
To: annakuperman@gmail.com

DOWNEAST
HOME APPLIANCE CENTER

Your order has been received.

Thanks for shopping with us!
Your order has been received and has been processed.
The details are shown below for your reference.

Order ID: 13298 **Order Date: 08-31-2024** **Payment Status: AUTH_CAPTURE**

Item	Product Code	Price	Quantity	Total Price
Whirlpool® 14.3 Cu. Ft. Monochromatic Stainless Steel Top Freezer Refrigerator Model Number: WRT134TFDM Location : Riverside Warehouse	#WRT134TFDM	$849.00	1	$849.0C
Delivery -Job deliver new install, nothing to remove, acc thru entrance on Pitt St, Key pad lock #1111, may or may not be someone thereType : 1st Floor Delivery, Delivery Date : 09/13/2024, Time In : 10:00, Time Out : 1:00	#delivery	-	1	-

Shipping Address
Anna Kuperman
305 Deering Ave
Portland, ME 04103

Sub Total	$849.0C
Tax	$46.7C
Total Price	$895.7C

Transaction Detail

pg.14A line 6-2

	Paid by External-MC 7109 ex 11/27 code 02749B	$895.70
Downeast Home Appliance	207-772-0053	

page 19 Line 1-1

Page 19 Line 1-1

XVII. Monthly Rent Worksheet written explanation

305: The tenants in 305, Sydney McMillan and Theresa Nguyen moved into the house in October of 2023. I overcharged them in their initial rent. When I got the notice of violation, I came to an agreement with them and have been paying them back for the overcharge. The Notice of Violation (Page 19 Line 1-4) gives the correct number that they can be charged $2356. I am charging $2350 for ease of math.

Based on the Notice of Violation (Page 19 Line 1-4) "FY 2023…maximum amount that a tenant can be charged was $16,497.74." This number includes 7 months of allowable rent that spanned October 2023-May 1 2024. I am dividing this number by 7 in order to get the monthly allowable rent for 2023. $16, 497.74/ 7= $2356.82

Please see supporting evidence labeled Page 19 Line 1-7, 8—email between tenants and me agreeing on new rent and how I will reimburse them. And Page 19 1-9, Amendment to Lease Agreement that changes the rent in the lease to $2350 through October 2024. It is currently at $2400. That includes an allowable 2% annual rent increase. The lease ends at the end July 2025.

307: Based on the 5/1/2024 Notice of Violation and Order to Correct (Page 19 Line 1-6, "FY 2024…The maximum amount of rent that could be charged for the unit is 9713.05." This was for the period of January-May of 2024, so I am dividing by 5, to get $1942 for allowable rent for January 2024-January of 2025.

In July of 2023, previous tenant in 307 had agreed to move out in June 2024. However, she did not. I got a lawyer to work on figuring out how to lessen the amount that I owed her as reimbursement as outlined in the Notice of Violation and Order to Correct. She moved out in August 2024 and I settled with the city to pay her the agreed upon reimbursement minus unpaid rent. Please see Consent Agreement and check (Page 19 Line 1-10, 11, 12, 13).

The new tenant (who is the former tenant from 305!) currently in 307 officially moved in on September 8. He is paying $1942 monthly. I have a screen shot of his 75% rent for September through Venmo and a check for October (Page 19 Line 1-14).

Page 19 Line 1-2

Page 19 Line 1-1 written explanation
Page 19 Line 1-2 summary of documents
Page 19 Line 1-3,4,5,6 Notice of Violation
Page 19 Line 1-7, 8 email between 305 and me
Page 19 Line 1-9 Amendment to Lease 305
Page 19 Line 1-10, 11,12, 13 Consent Agreement with city and check to former 307 tenant Hannan
Page 19 Line 1-14 September Venmo and October check from current 307 tenant Levy

118

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

Page 19 Line 1-3

05/01/2024
Case Number: RCC2400012
Business License Number: 20170812

Anna Kuperman
17 12th Street
Providence, RI 02906

NOTICE OF VIOLATION AND ORDER TO CORRECT

Anna,

The City of Portland Permitting and Inspections Department inspected the rental data for the located at 305-307 Deering Ave on **May 1, 2024** and found violations of the City of Portland Code of Ordinances, which are listed on the attached page(s). You are hereby ordered to correct these violations by **June 1, 2024**. Please be advised that penalties will be applied if the violations are not corrected by that date.

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

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

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

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

Thank you,

Adam O'Connor
Rental Registration Inspector

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

Page 19 Line 1-4

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	**UNIT 305** The tenant was charged **$2,800** month as rent for the unit from starting in October 2023. The tenant has paid rent in the amount of **$19,600** during the course of their lease. The maximum amount that can be charged was **$16,497.74**. Resulting in the tenant being overcharged a total of **$3,102.26**. The tenant must be made whole by reimbursing the amount overcharged ($3,102.26). Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. Please work with your tenant to resolve this issue and notify the City when settled. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	06/01/2024

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

page 19 Line 1-3

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION(S)	City Code 6-234
CODE DESCRIPTION	Landlords may not charge more than base rent plus any allowable increases under Sec. 6-234
COMMENTS	Landlords must reduce the rent to within the required amount and reimburse any excess rent collected to any tenants who were overcharged.
RENTAL REIMBURSEMENT	**UNIT 307** FY2021: The unit was charged a total of **$21,400** in rent. The maximum amount of rent that could be charged for the unit is **$20,400.** Resulting in the tenant being overcharged a total of **$1,000** for the year. FY2022: The unit was charged a total of **$24,600** in rent. The maximum amount of rent that could be charged for the unit is **$21,359.16.** Resulting in the tenant being overcharged a total of **$3,240.84** for the year. FY2023: The unit was charged a total of **$26,400** in rent. The maximum amount of rent that could be charged for the unit is **$22,854.24.** Resulting in the tenant being overcharged a total of **$3,545.76** for the year. -----Continued on next page----

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

Page 19 Line 1-6

NON-COMPLIANCE VIOLATION LIST

RENTAL REIMBURSEMENT	FY2024 (year to date): The unit was charged a total of **$11,220** in rent. The maximum amount of rent that could be charged for the unit is **$9,713.05.** Resulting in the tenant being overcharged a total of **$1,506.95** for the year. Summary of Overcharges: **2021: $ 1,000.00** **2022: $ 3,240.84** **2023: $ 3,545.76** **2024: $ 1,506.95** **Total $ 9,293.55** The tenant must be made whole by reimbursing the amount overcharged (**$9,293.55**). Reimbursement may be issued directly to the tenant via check or as a credit for future rent payments. Please work with your tenant to resolve this issue and notify the City when settled. You must notify the City by the deadline date below when the matter has been resolved. Notification must be made in writing. Send any pertinent documents via USPS or by email to rentcontrol@portlandmaine.gov.
DEADLINE	06/01/2024

PAGE 19 LINE 1-70

Consent Agreement

The parties, the City of Portland (the "City") and Anna Kuperman ("Landlord") hereby entered into this Consent Agreement as follows:

Whereas, Landlord owns certain real property located at 307 Deering Street (the "Property");

Whereas, Landlord took ownership of the Property from her parents at the end of July 2022 with co-owner, Marina Kuperman-Beade;

Whereas, the Landlord leased the Property to Amanda Hannan ("Tenant") on a long-term basis since taking ownership of the property in July 2022;

Whereas, Tenant had formerly rented the Property from Landlord's parents, since about the summer of 2010 until such time as the Property was bequeathed to Landlord and Kuperman-Beade;

Whereas, on May 1, 2024, the City issued a Notice of Violation ("NOV") which found that Landlord and her parents overcharged Tenant in violation of Portland's rent control ordinance from January 2021 through April 2024;

Whereas, the NOV demanded that the Landlord reimburse the Tenant $9,293.55 to remedy the violation;

Whereas, Landlord has appealed the City's NOV and that appeal is currently pending before the Cumberland County Superior Court in Docket No. AP-19-11;

Whereas, Tenant paid partial rent in May 2024 and made no payments thereafter, and Tenant's tenancy ended on August 8, 2024;

Whereas, Tenant failed to pay rent in the following amounts: May - $1,200.00; June - $1,942.61; July - $1,942.61; August - $501.31 (prorated rent amount for August 1, 2024 - August 8, 2024) for a total of $5,586.53.

Now, therefore, in consideration of the foregoing and the covenants and mutual promises and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This Agreement shall be effective when signed by the Parties.

2. Landlord agrees to pay Tenant the amount demanded in the City's NOV, less the amount of unpaid rent for the months of May, June, July and August 2024 as described herein. The Landlord shall pay the Tenant the sum of **Three Thousand, Seven Hundred Seven Dollars and Two Cents ($3,707.02)** within ten (10) days of the effective date of this agreement. In the event the Landlord fails to provide proof of payment to the Tenant within ten (10) days, this Agreement shall be null and void.

3. Once confirmation of payment is received by the City, the City shall deem the

PAGE 19 LINE 1-11

12) NOV resolved, cease any further enforcement action and waive any other fees or penalties accrued as of the date of this Agreement. The parties further agree to dismiss Landlord's Superior Court appeal by stipulation.

4. This Agreement may be executed in counterparts, each of which shall be an original but which together shall constitute one and the same instrument. Electronic, digital, and copies of signatures shall be considered as valid signatures.

IN WITNESS WHEREOF, the Parties set their hands to execute this Agreement as of the dates set forth below.

SEEN AND AGREED,

Date: 10-4-2024

CITY OF PORTLAND

Jessica Hanscombe

By: Jessica Hanscombe

Its: Director of Permitting and Inspections

Date: 9/30/24

LANDLORD

Anna K

Anna Kuperman

PAGE 19 LINE 1-12

COPY

Jeremy W. Dean
Attorney at Law

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

October 4, 2024

Amanda Hannan
98 Island Avenue
Portland, Maine 04108

RE: Payment satisfying City rent control dispute

Dear Amanda,

Please find the enclosed check for $3,707.02 from your former landlord Anna Kuperman. This payment is being made pursuant to Anna's agreement with the City of Portland. Please contact me if you have any questions.

Sincerely,

Jeremy W. Dean
Maine Bar No. 5964

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

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ANNA KUPERMAN
17 12TH ST
PROVIDENCE, RI 02906-2924

158
52-60/112
133

Sept. 30, 2024
Date

Pay to the Order of Amanda Hannan | $ 3707.02

Three thousand seven hundred & seven & 02/100 Dollars

Photo Safe Deposit® Details on back

KeyBank National Association
1-800-KEY2YOU® Key.com®

For Rent Control PAYMENT IN FULL SATISFACTION OF ISSUE W/ CITY OF PORTLAND

MP

⑆011200608⑆ 19861344508⑈ 0158

Harland Clarke

CITY OF PORTLAND
RENT BOARD
LANDLORD REQUEST FOR RENT INCREASE DECISION

305 DEERING AVENUE

DATE APPLICATION SUBMITTED:	October 28, 2024
DATE OF PUBLIC HEARING:	December 18, 2024
LANDLORD/OWNER:	Anna Kuperman and Marina Kuperman-Beade 17 12th St Providence, RI 02906
PROPERTY ADDRESS, UNIT, AND CBL:	305 Deering Avenue CBL 117-B-001-001
TENANTS/INTERESTED PARTIES:	Unit 305: Jessica Sydney McMillen Theresa Nguyen Unit 307: Nathaniel Seth Levy
TYPE OF REQUEST:	Fair rate of return (§ 6-234(b)(4))
BASE RENT:	Unit 305: $1,700.00 Unit 307: $1,500.00/$1,700.00
CURRENT RENT:	Unit 305: $2,400.00 Unit 307: $1,942.00
PROPOSED RENT:	Unit 305: $2,943.00 Unit 307: $2,485.00

FINDINGS OF FACT

The City of Portland Rent Board (the "Rent Board" or "Board"), at a meeting of the Board held on December 18, 2024, after reviewing the application materials and supporting documents submitted by Anna Kuperman and Marina Kuperman-Beade (collectively, the "Landlord"), public comments and testimony, and other related information on file, finds the following facts:

1. Section 6-234(b)(4) of the City Code provides that, in addition to certain rent adjustments enumerated in the City Code:

> [U]pon receipt of an application submitted by the Landlord, the Rent Board may approve additional rent increases necessary to ensure a fair return on investment. To calculate what amount is necessary to ensure a fair return on

> investment, the Rent Board shall employ generally acceptable Maintenance of Net Operating Income methodology, and may not consider any valuation-based or capitalization-based methodology or any calculation or methodology factoring market rent or market value of the Covered Unit.
>
> . . .
>
> The Landlord submitting an application for an additional rent increase bears the burden of proof, including the burden of providing all necessary documentation, to demonstrate that the increase is necessary to receive a fair return on investment.

2. Section 6-232 of the City Code defines a "fair return on investment" as "an amount sufficient to allow a just and reasonable rate of return, to encourage the investment of capital in the rental housing market, to fairly compensate investors of the risks they have assumed, and to achieve minimum constitutionally protected standards," which "must be calculated using Maintenance of Net Operating Income methodology . . . ." Section 6-232 further provides that the Rent Board "may adopt rules or regulations to ensure the fair and consistent application of such methodology." Accordingly, on March 20, 2023, pursuant to the Rent Board's rulemaking authority under Section 6-232 and Section 6-263(i), the Rent Board adopted, and the City Council approved, a Maintenance of Net Operating Income (MNOI) worksheet (*see* City Council Order 155-22/23).[1] Notwithstanding its title, the MNOI worksheet was adopted and functions as a rule of the Rent Board. As such, it is referred to here interchangeably as the "MNOI Worksheet" and the "MNOI Rule."

3. On or about October 28, 2024, the Landlord submitted an application seeking to increase rents, by $543.00 per unit per month, for two covered rental units located at 305 Deering Avenue (the "Property") pursuant to City Code § 6-234(b)(4) due to increased capital expenses and maintenance costs for each of the units. As part of its application, the Landlord completed the MNOI Worksheet and included comprehensive documentation in support of the operating and capital improvement expenses made in base year 2019 and in 2023. The Landlord identified a number of categories of operating expenses in both years but failed to identify or document any license fees or plumbing maintenance costs for the base year.

4. At the Rent Board's December 18, 2024, public hearing and deliberations, Anna Kuperman, testifying for the Landlord, stated that some plumbing maintenance work had been done in 2019 but she did not have any documentation available in support of the Landlord's expenditure. The Rent Board also accepted testimony from the City's housing inspector that the City had in fact imposed licensing fees on covered units in 2019, although the amount of the fees was not evident.

5. The Board finds that, in order to calculate the additional rent increase amounts necessary to ensure a fair rate of return to the Landlord given the lack of supporting documentation for the costs of plumbing maintenance work and licensing fees in the base year, it is necessary and appropriate for the Board to strike the 2023 plumbing maintenance and inspection fee amounts identified by the Landlord in the MNOI Worksheet. When so done, the recalculated allowable per-unit monthly rent increase amounts to $505.00. Accordingly, the Board finds that the Landlord has

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[1] On January 6, 2025, the Rent Board adopted and the City Council approved certain amendments to the MNOI worksheet, which are not at issue in this application (*see* City Council Order 108-24/25).

provided sufficient credible evidence demonstrating that a monthly rent increase of $505.00 per unit will ensure a fair return on investment to the Landlord in accordance with Section 6-234(b)(4).

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, and after consideration of the Landlord's application and presentation, the applicable City Code provisions, the Rent Board's rules, and public testimony, the Rent Board **APPROVES** an additional monthly rent increase of **$505.00** for each of the two units at the Property. The Landlord may only implement this rent increase in accordance with the City Code, state law, and any applicable leases or agreements.

In accordance with Section 6-262 of the City Code, any person aggrieved by this decision may bring an appeal to the Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Dated: Wednesday, January 22nd, 2025

Chris Moore

Christopher (Buddy) Moore, Chair
City of Portland Rent Board