



RENT BOARD

May 13, 2026

5:30 PM

ZOOM INFORMATION:

Join from PC, Mac, iPad, or Android:

<https://portlandmaine-gov.zoom.us/j/87942078159?pwd=RJT4ubFV78wLz3tm0BNsSoMNRULbI.1>

Passcode:264462

Phone one-tap:

+13126266799,,87942078159#,,,,*264462# US (Chicago)

+16469313860,,87942078159#,,,,*264462# US

Join via audio:

+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

+1 309 205 3325 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)

+1 689 278 1000 US

Webinar ID: 879 4207 8159

Passcode: 264462

International numbers available: <https://portlandmaine-gov.zoom.us/j/87942078159?pwd=RJT4ubFV78wLz3tm0BNsSoMNRULbI.1>

II. ROLL CALL:

III. COMMUNICATIONS:

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

IV. New Business

- a. Tenant Rights Appeal - Public Comment
Appellant: Sean McGuire
Address: 11 Smith St, Apt 3
Property Owner: Snowy Owl LLC
CBL: 021-F-020-001

V. Adjourn

City of Portland – Housing Safety Division
TENANT RIGHTS COMPLAINT

Date of Hearing:

May 13, 2026

Appellant:

Sean McGuire

Owner Name and Address:

Snow Owl LLC

PO BOX 16341

Portland, ME 04112

Property Address and Unit:

11 Smith St, Unit 3

CBL:

021-F-020-001

Portland Rent Board Complaint

External

Inbox x



Sean McGuire <sean.mcguire@maine.edu>

to rentboard, livchase, Brent, Zoë, Hans, bcc: jfselser ▾

Mon, Apr 20, 9:40 AM (6 days ago)



Portland Rent Board,

I am emailing you to file a complaint for what may be retaliation by my landlord: Snowy Owl LLC (Brent Adler and Liv Chase). Our tenancy is 11 Smith Street Apt 3 Portland.

There currently is another complaint just filed with Rent Control on the property being improperly listed as owner occupied previously. Mercedes Bohaty is the inspector for that audit (RCC2600698).

I have also spoken with Dare Guild on this matter, and have been encouraged by Dare, Mercedes, and my attorney to file another complaint for retaliation after first attempting a rent increase outside the amount possible by rent control.

The believed retaliation and all communication is in writing. Rents have always been paid, lease followed, and no notice of violations have been given by landlord. We have been given 90 day notice from landlord. Landlord has been given multiple opportunities to respond to what we believe is retaliation, or come to a common ground but there seems to be no response.

Please let me know how to proceed. I can upload all documents, leases, and communication similar to the other complaint.

Much thanks,
Sean McGuire

PORTLAND, ME LEASE NONRENEWAL

90-Day Notice to Vacate

April 2, 2026

To: Zoe Kennedy, Hans Goudey, Sean McGuire

Rental Address:

11 Smith St. Apt. 3, Portland, ME 04101

YOU ARE HEREBY NOTIFIED THAT, under the terms of your tenancy for the rent and use of the premises listed above now occupied by you:

YOUR TENANCY WILL NOT BE RENEWED AS OF JULY 1, 2026. **You therefore must deliver possession of the premises to me on such date.** You are further notified that unless you vacate the premises by such date, we will begin a forcible entry and detainer action against you. If a forcible entry and detainer eviction court action is commenced against you, you have the right to contest the termination and eviction in court. Please note that if you do find another place to rent prior to the completion of the 90-day notice, we will waive any requirement to provide notice or complete your current lease term, and will work with you to vacate on a date of your choice, without penalty, as long as that date is prior to July 1, 2026.

THIS NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH MAINE STATUTES 14 MRSA §6001 AND §6002. NOTHING IN THIS NOTICE IS INTENDED OR SHOULD BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER STATE OR FEDERAL LAW. Also attached is Form CV-256, Residential Forcible Entry & Detainer (Eviction) Information Sheet & Mediation Request.

Brent Adler 4/2/2026

Signature Date

Landlord's Contact Information:

Snowy Owl, LLC

livchase@yahoo.com

brentadler@gmail.com

(207) 522-4345

(207) 880-3052

**Subject: Important Update Regarding Your Lease -
11 Smith Street Unit #1 Portland, ME**

April 2, 2026

Dear Zoe, Hans, and Sean,

Let us start out by saying that we may have gotten off on the wrong foot, and we truly hope to move forward on better terms. We have very much enjoyed having you as tenants in the building over the last eight months since we took ownership. When we purchased the property last July, units 1 and 2 had just been renovated, and it has always been our long-term intention to renovate your unit as well. While the previous owner signed a new year-long lease with you right before transferring ownership—which we have honored—that lease is now coming to an end on May 31st. We are writing to inform you that we will not be renewing the lease, as we need to begin the planned renovations on your unit.

However, we realize that transitions can be tough and that moving is very stressful. To help make this process easier for you, we would like to offer you an additional month to stay, allowing you to remain in the unit until **June 30th** if you would like. Please let us know if there is anything we can do to make your transition go more smoothly. We wish you the best in your next home. We are happy to provide a positive rental reference.

Sincerely,

Liv Chase and Brent Adler

Rent Control and Tenant Protections Complaint Form

Rent Control is pursuant to Portland City Code, [Chapter 6, Article XII](#).

Please note that this complaint form is a public document, but the City of Portland will protect your personal contact information to the extent permitted by law.

Today's Date	04/15/2026
Address of Property	11 Smith Street
Unit Number	3
Complainant Name	Sean McGuire
Complainant Phone Number	2079493185
Complainant Email	sean.mcguire@maine.edu
What is your preferred method of contact?	Email
Landlord Name	Snowy Owl LLC (Brent and Liv)
Landlord Phone Number	2078803052
Landlord Email	brentadler@gmail.com
Date Tenancy Began	6/1/2024
Rent at Beginning of Tenancy	2500
Most Recent Rent Amount	2600

Describe Your Complaint Hello,

I have spoke with Dare Guild previosuly about this. It seems like there are multiple issues here.

1. The previous landlord had the property improperly listed as "Owner Occupied". During my entire tenancy (since 6/1/2024) the other 2 units were never occupied by the owner. I believe that prior to my tenancy a relative of the owner, or a friend (not sure), lived in apartment 2. I have never met this person as they had left long before my tenancy began. I just learned last week that the property has ever been listed as owner occupied (as we started navigating issue 2).
2. The landlord recently attempted to raise rent way past rent control standards, when we questioned if that was allowed they immedietly decided not to renew the lease. It seems clearly like retaliation. It is all written.

Dare explained that this will be two seperate complaints and audits. As of right now I would only like to file Complaint 1 on the false owner occupancy. It is my understanding that has large implications on rent control, and the amount of rent

that the current landlord can increase by. For issue 2, we are still speaking with landlord and will likely make that complaint 2 shortly. If any of that information is relevant to this complaint please let me know. I am available by phone and email.

As you will see in the records the ownership changed in June of 2025.

Thank you so much for your assistance and time.
Sean McGuire

Please attach all relevant documentation to your complaint to assist us further.

Copy of Signed Lease Agreement



DOMAINE LEASE TEMPLATE.docx copy.pdf



5_14 Final lease agreement MK.pdf

11 Smith Street Apartment 3, (Update on Complaints/Audits)



Sean McGuire <sean.mcguire@maine.edu>

Fri, Apr 17, 10:09 PM (9 days ago)



to Brent, livchase, Zoë, Hans ▾

Snowy Owl LLC (Brent and Liv),

I am emailing you as a courtesy to notify you that a complaint with the city was filed and an audit of the building has begun in regards to the property being improperly listed as owner occupied when you purchased it. It was explained to me this may impact the current rents you can charge tenants in all units, and the allowed rent you are allowed to increase unit 3.

This complaint is unrelated to the retaliation. I have been encouraged by the Rent Control Board and my attorney to file another complaint with the Rent Board for the retaliation. It is my understanding that is the more serious violation and wanted to give you another chance to respond and see if we can come to a solution before it is filed and on your LLC's record with the city.

If I do not receive a response by 9:30 am Monday 4/20 the complaint will be filed, and an audit and public hearing on the attempted retaliation will be scheduled.

Best regards,
Sean McGuire

Price history


Claim home

Date	Event	Price
6/23/2025	Listing removed	\$3,300 \$2/sqft
Source: Zillow Rentals Report		
6/10/2025	Price change	\$3,300 -13.2% \$2/sqft
Source: Zillow Rentals Report		
6/3/2025	Listed for rent	\$3,800 +52% \$3/sqft
Source: Zillow Rentals Report		
5/11/2023	Listing removed	--
Source: Zillow Rentals Report		
5/3/2023	Price change	\$2,500 -3.8% \$2/sqft



Want to save \$1,000?
Switch your Internet and Mobile and save or we'll cover the difference

[Learn More](#)

 **Sean McGuire** <sean.mcguire@maine.edu>
to Brent, livchase, Zoë ▾

Tue, Apr 21, 2:56 PM (5 days ago) ☆ ☺ ↶ ⋮

Snowy Owl LLC (Liv and Brent),

I am trying to plan paying you my portion of rent for May. I told Brent last month I would like to pay directly.

Brent said he could pick up a check rather than getting me set up in RentRedi, but I was out of town so paid through Zoe Kennedy again. Is that still the case that you would like a check and if so can we plan a time or have an address?

I would prefer rentredi or another payment portal for paying in all future months, but the lease says check or money order so can do that if needed.

Thank you,
Sean McGuire

 **Liv Chase**
to me, Zoë, Brent ▾

Wed, Apr 22, 6:29 PM (4 days ago) ☆ ☺ ↶ ⋮


Dear Mr. McGuire,

Zoe Kennedy is currently the person linked to Rentredi to pay the monthly rent for the apartment. We only allow 1 person per unit to be linked to Rentredi and that person is in charge of paying the full monthly rent. We do not accept partial payments for monthly rent. Would you like to be the person linked to Rentredi instead of Ms. Kennedy?

Regards,
Liv Chase

PS We need acknowledgement from Ms. Kennedy as well to make this change.

...

 **Sean McGuire** <sean.mcguire@maine.edu>
to jeff, Liv, Zoë, bcc: jfselser ▾

Wed, Apr 22, 7:01 PM (4 days ago) ☆ ☺ ↶ ⋮

Liv Chase,

Thank you for your response.

I understand your policy of not accepting multiple payments for rent and only using RentRedi. Unfortunately policy does not supersede our lease which does not mention not allowing multiple payments and states the following:

2. **PAYMENT OF RENT.** Tenant shall pay Rent in the form of a personal check, cashier's check, or money order payable to the order of Landlord, and Rent shall be mailed or personally delivered to Landlord at the address stated in the preamble of this Lease or to such other address as specified in writing by Landlord. If a check used to pay Landlord is returned without having been paid, Tenant shall pay a returned check charge of \$125.00 and be responsible for any late Rent penalty as provided for under Section 1.

If you would like to create a new lease and change the terms of payment please let me know.

I will be following the lease and my rent will be paid by check or money order. Which is what Brent already offered last month. If you would like to coordinate receiving it please let me know.

Best, Sean McGuire

****IMPORTANT****

THIS LEASE TEMPLATE IS BEING PROVIDED BY DOMAINE AS A CONVENIENCE TO THE RECIPIENT. DOMAINE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THIS LEASE TEMPLATE AND ITS USE. USE OF THIS LEASE TEMPLATE IS AT THE SOLE RISK OF THE USER(S). LANDLORDS AND TENANTS ARE ADVISED TO OBTAIN ADVICE FROM LEGAL COUNSEL BEFORE USING THIS LEASE TEMPLATE.

^{DS}
HG

^{DS} ^{DS}
[Handwritten signature]

^{DS}
A7

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LEASE SUMMARY PAGE

DATE OF LEASE: June 1, 2024

LANDLORD: Michael Nicolai

TENANT(S): Hans Goudy, Zoe Kennedy, Sean McGuire

OTHER OCCUPANTS: N/A

LEASED PREMISES: 11 Smith street
Portland, ME, 04102

TERM OF LEASE: 12 Months

COMMENCEMENT DATE: June 1, 2024

EXPIRATION DATE: May, 31, 2025

MONTHLY RENT – Year 1: \$ 2,500.00

DUE AT SIGNING:


Security Deposit: \$ 2,000.00

First Month's Rent: \$ 2,500.00

Last Month's Rent: \$ 2,500.00

TOTAL DUE AT SIGNING: \$ 7,000.00

[LEASE AGREEMENT FOLLOWS]



LEASE AGREEMENT

This lease agreement (“Lease”) is made by and between **Michael Nicolai** (“Landlord”), with a mailing address of **11 Smith Street, Maine, 04012**, and Hans Goudy, Zoe Kennedy, Sean McGuire (“Tenant”).

Subject to the terms of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises known as **in Portland, Maine** (“Premises”), for a term of **12 months from June 1, 2024 to May 31, 2025**, unless sooner terminated in accordance with the provisions of this Lease (“Term”), under the following terms and conditions:

1. **RENT.** Tenant agrees to pay, in advance, without demand or notice, the sum of **\$ 2,500.00** per month as rent (“Rent”), to be received by Landlord on or before the 1st day of each successive calendar month during the Term. Rent for a partial month shall be prorated. Should any Rent payment be less than the full amount, Landlord may accept the lesser payment, and Tenant agrees that Landlord shall not be bound by any statement that the lesser payment is justified for any reason. Without waiving any of Landlord’s other rights under this Lease or applicable law, if Tenant fails to pay an installment of Rent on or before the 15th day of the month, Tenant shall be liable to Landlord for a late fee of 4% of the Rent due for one month. The foregoing constitutes notice of a late rent penalty pursuant to 14 M.R.S.A. § 6028. Tenant is specifically liable for all Rent and other sums due and payable under this Lease. The termination of this Lease earlier than the stated expiration date due to a breach by Tenant will not relieve Tenant from the obligation to pay all Rent and other sums due under this Lease for all periods that would have been part of the Term but for such termination, subject to Landlord’s duty to use reasonable efforts to mitigate its damages.

2. **PAYMENT OF RENT.** Tenant shall pay Rent in the form of a personal check, cashier’s check, or money order payable to the order of Landlord, and Rent shall be mailed or personally delivered to Landlord at the address stated in the preamble of this Lease or to such other address as specified in writing by Landlord. If a check used to pay Landlord is returned without having been paid, Tenant shall pay a returned check charge of \$125.00 and be responsible for any late Rent penalty as provided for under Section 1.

3. **SECURITY DEPOSIT.** Tenant has deposited **\$ 2,000.00** with Landlord as a security deposit at the signing of this lease (“Security Deposit”). The Security Deposit shall be kept in a bank account separate from the landlord’s other funds and protected in case of bankruptcy, foreclosure or sale of the building, and will be returned to Tenant within 30 days of the termination of the Term and peaceful surrender of possession, less any amount to cover (1) unpaid Rent and/or other amounts owing to Landlord; (2) damages to the Premises and damages to the building and the surrounding land and buildings owned by Landlord (“Property”) which are not due to normal wear and tear, which damages may include cleaning costs and other costs attributable to failure of Tenant to surrender the Premises in accordance with the provisions of this Lease; (3) missing items; (4) Landlord’s cost of compliance with state and local law regarding Tenant’s abandoned property; and (5) any other costs or expenses allowed by applicable law. Tenant’s liability under

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this Lease is not limited to the amount of the Security Deposit. **The Security Deposit may not be applied to Rent, including the next to last or final month's Rent.** Tenant may inspect the Premises at the start of the Term and shall have 24 hours to report, in writing, any defects to Landlord (other than damages noted in this Lease). If no report of defects is submitted, without waiving Tenant's statutory rights, Landlord and Tenant agree that the Premises is clean, habitable, and in satisfactory condition, and that Tenant accepts the Premises in as-is condition, with all faults. An inspection will be made once Tenant has vacated the Premises to determine any charges to the Security Deposit. Without limiting the foregoing, the following checklist outlines areas of particular concern and the approximate charges which will be made against the Security Deposit if Landlord is required to perform any of the following tasks:

- a. Refrigerator must be clean, turned off and door left open.
Charges against deposit if not done. \$125.
- b. Stove top, burner pans and oven must be clean.
Charges against deposit if not done. \$125.
- c. Sinks, countertops and all cabinets clean.
Charges against deposit if not done. \$125.
- d. Bathroom tiles, toilet, sinks, fixtures clean and free of all soap film.
Charges against deposit if not done. \$125.
- e. All floors washed, cleaned and vacuumed as necessary.
Charges against deposit if not done. \$175.
- f. Walls clean. Particular attention to be paid to areas in the kitchen, around doors, closets and bathrooms.
Charges against deposit if not done. \$ 175.

Additional charges will be made on a materials and labor basis for any damages, missing items or necessitated cleaning not listed above.

3. **CO-TENANTS.** The obligations and commitments contained in this Lease shall be joint and several among all of the persons listed as a Tenant above. Any breach of the terms of this Lease by any Tenant or any other person occupying the Premises shall constitute a breach by each Tenant. To the extent authorized by law, each Tenant agrees to be the agent of the other Tenant(s) and occupants of the Premises and is both authorized and required to accept, on behalf of other Tenant(s) and occupants, service of summonses and other notices relating to the tenancy. Each Tenant hereby authorizes all other Tenants to accept service of summonses and notices relating to the tenancy.

4. **POSSESSION.** Landlord shall endeavor to deliver possession to Tenant by the beginning of the Term. If Landlord is unable to do so for any reason, Landlord shall not be held liable for

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any damages suffered by Tenant as a result, nor shall this Lease be considered void unless Landlord is unable to deliver possession within ten (10) days following the beginning of the Term. Possession of the Premises shall be deemed to have occurred when Landlord is ready to deliver possession to Tenant and has made reasonable efforts to inform Tenant of such availability.

5. **SUBLET.** Tenant will not sell or assign this Lease or sublet the Premises or any part of the Premises to any person without first obtaining written consent of Landlord, which may be withheld in Landlord’s sole discretion. If approved, payment of a \$334.00 transfer fee shall be required and paid by Tenant. The Security Deposit shall not be refunded until the end of the Term. No assignment or sublease shall release Tenant from the obligations of this Lease.

6. **OCCUPANCY AND USE.** The Premises is for the sole use as a non-commercial, private residence for Tenant and Tenant’s children, and for no others without the written permission of Landlord, short term overnight guests excepted. Occupancy by any other person(s), without written permission, is a violation of this Lease. Tenant shall not do or permit any act or thing on the Premises or Property that shall be unlawful or create a nuisance. Nor shall Tenant use the Premises or Property for any purpose that shall vitiate any insurance against fire, or shall be deemed extra-hazardous as to fire by insurance companies or that shall cause an increase in Landlord’s insurance premiums. Tenant shall observe all regulations now or hereafter established by Landlord for the common interest of all tenants. Tenant further agrees to park Tenant’s vehicles as designated by Landlord and to keep any parking space clean of drippings and debris. Upon termination of this Lease, Tenant agrees to surrender possession of the Premises and all equipment and fixtures owned by Landlord in as good a condition and repair as when received with the exception of regular use and normal wear and tear.

7. **UTILITIES.** Responsibility for payment of utilities and other miscellaneous services are as follows:

Heat	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Water/sewer	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Electricity	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Telephone	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Cable TV/internet	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Gas	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Rubbish Removal	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Grounds	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Snow Removal	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Walkways	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Driveways	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Septic Maintenance	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Other (<i>specify</i>)	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord

Note: X indicates the tenant/landord responsible

{P1229041.4}

Tenant shall not use the utilities for any purpose other than reasonable household use for Tenant and permitted occupants of the Premises.

8. ALTERATIONS. Tenant agrees not to make any alterations, additions, improvements or changes to the Premises or Property, interior or exterior, or to the equipment and fixtures provided by Landlord or to install any major appliance on the Premises or Property, in each case without written consent from Landlord, which Landlord may withhold in Landlord's sole discretion. Tenant shall not alter the connections of any plumbing, heating, electric, cable or telephone system on the Premises or Property. Any permanent improvements shall become the property of Landlord, although Landlord may condition approval of improvements upon the removal by Tenant and restoration of the Premises or Property at Tenant's expense at the end of the Term. Without waiving Tenant's statutory rights, Tenant agrees not to repair the Premises, Property, or anything belonging to Landlord without first obtaining Landlord's written permission. Tenant shall hold Landlord harmless for any mechanic's lien or similar claims against the Premises or Property resulting from any work contracted for by Tenant, and shall discharge any mechanic's lien or similar claims within ten (10) days after the filing of any such lien or claim, in each case at Tenant's sole cost and expense.

9. RESTRICTIONS. No external television or radio antennas or satellite dishes may be installed outside the Premises, nor may signs or other devices be hung from the exterior of any building on the Property, in each case without the written consent of Landlord. No trailers, boats, ATVs, snowmobiles or other recreational vehicles may be stored or parked on the Premises or Property without the written permission of Landlord. Tenant shall use picture hooks and not nails or other devices for hanging articles on the interior walls. The toilets and sinks shall not be used for any purposes other than those for which they were constructed nor shall rubbish, rags or any other improper article be thrown in the toilets. No waterbed shall be used in the Premises. No items shall be kept in halls or stairways. Costs of damage to the Premises or Property or equipment or fixtures caused by misuse shall be borne by Tenant.

10. CLEANLINESS AND DUTY TO MAINTAIN. Tenant shall maintain the Premises in a clean and sanitary condition at all times. Tenant shall not sweep, throw, or dispose of nor permit to be swept, thrown or disposed of, from the Premises nor from any doors, windows, balconies, porches, or other parts of the building, any dirt, waste, rubbish or other substances or articles into any other part of the Property, except in compliance with applicable laws, state and local requirements, and Landlord's rules and regulations. Tenant shall keep the smoke detectors and carbon monoxide detectors on the Premises in working condition by keeping charged batteries in battery-operated smoke detectors and carbon monoxide detectors, by testing the smoke detectors and carbon monoxide detectors periodically, and by refraining from disabling the smoke detectors and carbon monoxide detectors. Tenant shall notify Landlord in writing of any deficiencies in the smoke detectors and the carbon monoxide detectors.

11. OTHER REGULATIONS. Tenant agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of the Lease, as shall from time to time be established by Landlord in the future for the safety, care, cleanliness or orderly

{P1229041.4}



Three DocuSign signatures are shown in blue ink. The first signature is 'HG'. The second signature is a cursive signature that is partially obscured by a blue box. The third signature is 'A7'.

conduct of the Premises and Property, and for the benefit, safety, comfort and convenience of all occupants of the Property.

12. **APPLIANCES.** There is included in the Lease the appliances contained in the Premises, including, but not by way of limitation:

- cooking range/oven Y N
- stove hood Y N
- refrigerator Y N
- dishwasher Y N
- garbage disposal Y N
- Laundry washer/dryer Y N

All appliances are provided in as is, where is condition. Tenant agrees to use and maintain all such equipment, appliances, plumbing fixtures and other equipment so provided in the manner for which they were intended. Tenant is responsible for any damages and repairs to the Premises or Property brought on by the misuse, neglect or damage of such equipment. Should Tenant fail or refuse to make repairs after reasonable notice from Landlord, Landlord may cause said repair to be made and the cost shall be charged as additional Rent due immediately from Tenant. Major appliances not supplied by Landlord may not be used without written permission of Landlord.

13. **PETS.** No pets are permitted at any time without the expressed written permission of Landlord. Pet-sitting is not permitted. If an agreement is reached between Landlord to allow a pet on the Premises, a Lease Addendum for Pets must be attached to this Lease and signed by Tenant and Landlord.

14. **FIRE AND CASUALTY.** If the Premises or Property is damaged by fire or other casualty, Landlord may, without limiting Landlord’s other rights or remedies, elect to (i) cause the damage to be repaired as speedily as possible without lapse or abatement of Rent due or payable, or (ii) terminate this Lease by giving Tenant at least five (5) days’ written notice. However, if the Premises or Property shall be destroyed or damaged by fire or other cause as to render the Premises or Property uninhabitable, either party may elect to terminate this Lease by giving the other party at least five (5) days’ written notice. Notwithstanding the foregoing sentence, if such destruction is caused by Tenant’s intentional misconduct, Tenant shall not be relieved of the responsibility for payment of Rent and other sums due and payable under this Lease, and shall bear full responsibility for repair of the damage and any incidental damages.

15. **TENANT’S PROPERTY.** Landlord’s insurance covers only Landlord’s property, liabilities and interests. It does not cover Tenant’s property. Except as provided by law, Landlord shall not be liable for loss or damage to the property of Tenant or Tenant’s guests, invitees, or licensees. At Landlord’s request, Tenant shall purchase and maintain separate renter’s insurance and provide proof of such insurance to Landlord. If, upon termination of this Lease or abandonment of the Premises by Tenant, Tenant leaves any property on the Premises or Property, said property shall be deemed to be have been abandoned and may be either retained by Landlord as Landlord’s property, or disposed of by sale, donation or in any other manner as

{P1229041.4}

Landlord may deem appropriate upon notice to Tenant, as provided by law, but without compensation to Tenant. The cost to Landlord to remove and dispose of such property may be paid from the Security Deposit held by Landlord.

16. **RELEASE OF LIABILITY.** Except as provided by law, Landlord and Landlord’s agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Premises or Property sustained due to: (1) the Premises or Property or any part or appurtenances thereof becoming out of repair; (2) water, waste, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew; (3) any accident in or about the Premises or Property; (4) fire, hurricane or other acts of God; or (5) any action or inaction of Landlord or Landlord’s agents or employees (except to the extent any of the foregoing are caused by Landlord’s willful misconduct). Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions (including negligence) of any third party (except that the foregoing shall not be construed as a disclaimer or exculpation of liability for negligence of Landlord or Landlord’s agents if such disclaimer or exculpation is not permitted by applicable law).

17. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, Tenant agrees to indemnify and hold harmless Landlord and all of its employees, officers, directors, and agents (“Indemnatee”) for any loss, damage, claims, demand, suits, judgements or liabilities which Indemnatee may incur, and any costs or expenses to which Indemnatee may be put, arising from any injury or death to persons or property, or any claim on account thereof, in each case to the extent resulting from use of the Premises or Property by Tenant or Tenant’s guests, invitees or licensees.

18. **QUIET AND PEACEFUL ENJOYMENT.** Provided Tenant pays Rent, and abides by all of the covenants, conditions, rules and regulations as set forth in this Lease, Tenant shall have quiet and peaceful enjoyment of the Premises for the Term. Additionally, Tenant shall not make or permit any disturbing noise on or about the Premises or Property, nor shall Tenant permit anything that would interfere with the rights, comforts, conveniences, or quiet and peaceful enjoyment of other tenants and neighbors. Tenant shall not operate any radio, stereo, television, musical instrument, sound system or other such device at a volume disturbing to other tenants or neighbors. Noise from any party or entertaining must be held to a reasonable level and must end by 9:30 P.M.

19. **NOTICES.** Written notices to Landlord shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Landlord’s address as indicated in the preamble of this Lease or to such other address as Landlord may designate by written notice to Tenant. Written notices to Tenant shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Tenant at the Premises. In the event of multiple Tenants, notice to one Tenant shall be deemed notice to all Tenants. Notwithstanding the foregoing, notice by either

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party to the other shall be deemed adequately given when such notice is actually received by the other party.

20. **ABANDONMENT.** In the event any installment of Rent shall not be paid within 21 days of its due date, and Tenant shall not have been physically present on the Premises during such period of time, it shall be conclusively deemed, and Tenant so agrees, that the Premises has been abandoned regardless of whether any of Tenant's possessions remain on the Premises, and in such event, Landlord may declare Tenant in default and terminate Tenant's tenancy.

21. **EXTENDED ABSENCES.** To protect the interests of both Tenant and Landlord from inadvertent determination that the Premises have been abandoned, Tenant shall notify Landlord of any absences of more than 14 days. Said notification shall not relieve Tenant from paying Rent on time or from any of the responsibilities associated with maintaining and monitoring systems associated with the Premises.

22. **RIGHT OF ENTRY.** Landlord or its employees and agents shall have the right to enter the Premises for inspection, repairs, and/or future leasing or sale at reasonable hours upon 24 hours' notice, except in the case of emergency or if it is impractical to do so, regardless of whether Tenant or other occupants shall be on the Premises at the time.

23. **REPAIRS.** Tenant shall promptly notify Landlord of any needed repairs, and shall notify Landlord immediately upon first discovering any signs of serious building problems, including plumbing, electrical, structural and pest problems. Landlord shall make provisions, as soon as reasonably possible, to repair any malfunctioning equipment or fixtures or defective conditions that may develop. This includes plumbing leaks, electric and heating failures, and drain failures. The repair for extraordinary items caused by the abuse, neglect or intentional damage of Tenant or Tenant's guests, invitees or licensees, shall be paid for by Tenant within 10 days after written demand for reimbursement. No claim for compensation shall be made by Tenant against Landlord for inconvenience or annoyance arising out of repairs or improvements made to the Premises or Property or any portion thereof at any time.

24. **INTERRUPTION OF SERVICE.** Interruption or failure of any service maintained by Landlord, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord nor to any reduction in Rent, and shall not constitute constructive eviction unless Landlord should fail to take such measures as may be reasonable in the circumstances to restore the services without undo delay.

25. **TAXES.** Landlord shall pay all municipal taxes and assessments.

26. **DEFAULT.** Landlord shall, at its option, be entitled to declare Tenant in default of this Lease upon the occurrence of any of the following (each, an "Event of Default"):

- a. Tenant fails to pay any sum required to be paid under this Lease by Tenant within seven (7) days after the date the same is due;

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- b. The leasehold interest of Tenant is levied upon or attached by process of law and such levy or attachment is not dissolved within thirty (30) days after it is made;
- c. Tenant abandons or vacates the Premises during the Term;
- d. Tenant assigns this Lease or sublets any portion of the Premises, or attempts to do either of those things, except as may be expressly permitted in this Lease;
- e. Tenant violates or fails to observe or comply with any applicable law, code, ordinance, rule, or regulation of any governmental body;
- f. Tenant fails to perform or observe any other agreement, covenant or provision of this Lease not set forth in this section or fails to perform or observe any applicable rules and regulations promulgated by Landlord and such failure continues for thirty (30) days after the giving of written notice thereof by Landlord.

27. **REMEDIES.** Upon the occurrence of an Event of Default, Landlord lawfully may, immediately or at any time thereafter, in accordance with Maine law, terminate this Lease by sending written notice of termination to Tenant or enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under Tenant and remove their effects, in each case without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant, and upon entry or the sending of such written notice of termination, this Lease shall terminate. In addition, if Tenant fails to perform or observe any covenant, agreement, or condition in this Lease to be performed or observed by Tenant, Landlord may, at its option, without waiving any claim for damages for breach of this Lease and regardless of whether such failure has ripened into an Event of Default, perform such covenant, agreement, or condition on Tenant's behalf. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within ten (10) days of demand. Tenant waives the right to a jury trial resulting from breach of any term or condition of this Agreement by Tenant.

28. **RECOVERY OF RENTS, COSTS AND FEES.** Tenant agrees that whether possession is taken or this Lease is canceled by Landlord, the entire unpaid balance of Rent for the remainder of the Term shall accelerate and immediately become due and payable, subject to Landlord's duty to mitigate its damages as provided by law, and Tenant shall be responsible for all costs incurred by Landlord in enforcing this and any other provision of this Lease, including reasonable attorneys' fees. In the event of a default by Tenant, Landlord may retain the Security Deposit and apply it against actual damages sustained by Landlord by reason of Tenant's default upon notice to Tenant as provided by law. The retention of the Security Deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against Tenant provided by this Lease and by law, and all remedies shall be cumulative and nonexclusive. Any legal action shall be instituted in the courts of the State of Maine and the county of Cumberland and not elsewhere.

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29. **RIGHTS OF MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) now or hereafter placed upon the Premises, Property, or any buildings placed upon the land upon which the leased Premises form a part, and Tenant covenants and agrees to execute and deliver, upon demand, such instrument(s) subordinating this Lease to the lien of any such mortgage(s) as shall be desired by Landlord and/or any mortgages or proposed mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument(s) for and in the name of Tenant.

30. **SMOKING POLICY.** Smoking on all interior and exterior portions of the Premises and Property is expressly prohibited. For purposes of this section, “smoking” means inhaling, exhaling, breathing or carrying any (i) lighted or heated tobacco, marijuana or other plant product or derivative, or (ii) any electronic or other device intended to deliver a vapor of liquid nicotine or other substance to the user. Notwithstanding any provision in this Lease to the contrary, Tenant shall not engage in smoking on any portion of the Premises or Property, and shall prevent other occupants and Tenant’s guests, invitees, and licensees from doing so.

31. **DISCLOSURES.** The following disclosure forms are attached to this Lease and incorporated by reference:

- List of the names of each supplier of energy that previously supplied the Premises, if known (Tenant has the right to obtain a 12-month history of energy consumption and the cost of that consumption from the energy supplier), or Energy Efficiency Disclosure Form for Rental Units in Maine.
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; and
- Landlord Disclosure to Tenants of Radon Gas Hazards in a Residential Rental Property.

32. **BROKERS.** Tenant and Landlord each represent and warrant to the other that they have had no dealings with any person, firm, broker or finder other than Domaine Real Estate (“Broker”) in connection with the rental of the Premises that is entitled to any commission or finder’s fee. Landlord is responsible for any fees of the Broker. Tenant and Landlord each agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed person, broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

33. **BROKER INDEMNIFICATION.** Tenant releases and agrees to indemnify and hold harmless Broker and all of its employees, officers, directors, and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss, including, but not limited to, bodily injury (including death), personal injury, property damage, expenses, and attorneys’ fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any

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negligent or intentional act or omission on the part of Tenant or Tenant’s guests, invitees or licensees, due to any negligent or intentional act or omission on the part of Landlord, or due to the application or violation of any pertinent law. Broker is an express third party beneficiary of this section.

34. NOTATION OF DAMAGES.

35. MISCELLANEOUS NOTATIONS.

36. MISCELLANEOUS.

- a. If any portion of this Lease is found to be contrary to any local, state, or federal law, such portion shall be null and void, as if it had never appeared in the Lease, and the Lease shall be read as originally written to the fullest extent possible, omitting only the specific portion that is unlawful. The validity of any other item in this Lease shall not be affected.
- b. All rights and remedies given to Landlord or Tenant under this Lease shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
- c. Waiver or acquiescence by Landlord in any default or breach by Tenant, or failure of Landlord to insist upon strict performance by Tenant of any covenants, conditions or agreements in this Lease shall not constitute a waiver of the subject default or breach, except to the extent expressly set forth in writing, or any subsequent or any other default or breach, whether similar or dissimilar.
- d. Plural references made to the parties involved in this Lease shall be deemed to apply to the singular, and singular references shall be deemed to apply to the plural as appropriate. These references also apply to Landlord’s and Tenant’s heirs, executors, administrators, or successors, as the case may be.
- e. Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties and that this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

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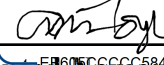
f. This Lease is governed by the internal laws of Maine without giving force or effect to its conflicts of law rules.

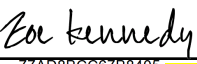
Tenant and Landlord have caused this Lease to be executed effective as of **June 1, 2024**.


TENANT:

LANDLORD:

DocuSigned by:

5/10/2024 | 8:14 AM EDT
Printed Name: **Hans Goudy**

DocuSigned by:

5/10/2024 | 11:58 AM EDT
Printed Name: **Michael Nicolai**

DocuSigned by:

5/10/2024 | 6:45 AM PDT
Printed Name: **Zoe Kennedy**

DocuSigned by:

5/15/2024 | 10:20 AM EDT
Printed Name: **Sean McGuire**

****IMPORTANT****

THIS LEASE TEMPLATE IS BEING PROVIDED BY DOMAINE AS A CONVENIENCE TO THE RECIPIENT. DOMAINE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THIS LEASE TEMPLATE AND ITS USE. USE OF THIS LEASE TEMPLATE IS AT THE SOLE RISK OF THE USER(S). LANDLORDS AND TENANTS ARE ADVISED TO OBTAIN ADVICE FROM LEGAL COUNSEL BEFORE USING THIS LEASE TEMPLATE.

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LEASE SUMMARY PAGE

DATE OF LEASE: June 1, ~~2024~~ May 21, 2025

LANDLORD: Michael Nicolai

TENANT(S): Hans Goudy, Zoe Kennedy, Sean McGuire

OTHER OCCUPANTS: N/A

LEASED PREMISES: 11 Smith street
Portland, ME, 04102

TERM OF LEASE: 12 Months

COMMENCEMENT DATE: June 1, ~~2024~~ June 1, 2025

EXPIRATION DATE: ~~May, 31, 2025~~ May 31, 2026

MONTHLY RENT – Year 1: ~~\$2,500.00~~ \$2,600

DUE AT SIGNING:

Security Deposit: ~~\$2,000.00~~

First Month's Rent: ~~\$2,500.00~~

Last Month's Rent: ~~\$2,500.00~~

TOTAL DUE AT SIGNING: ~~\$7,000.00~~

Tenants have paid deposit in the amount of \$4,500. This includes last months rent of \$2,500 and \$2,000 security deposit

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[LEASE AGREEMENT FOLLOWS]

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LEASE AGREEMENT

This lease agreement ("Lease") is made by and between **Michael Nicolai** ("Landlord"), with a mailing address of **11 Smith Street, Maine, 04012**, and Hans Goudy, Zoe Kennedy, Sean McGuire ("Tenant").

Subject to the terms of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases ~~June 1, 2025~~ from Landlord, the premises known as **in Portland, Maine** ("Premises"), for a term of **12 months** ~~to May 31, 2026~~ **from June 1, 2024 to May 31, 2025**, unless sooner terminated in accordance with the provisions of this Lease ("Term"), under the following terms and conditions:

1. **RENT.** Tenant agrees to pay, in advance, without demand or notice, the sum of **\$ 2,500.00** per month as rent ("Rent"), to be received by Landlord on or before the 1st day of each successive calendar month during the Term. Rent for a partial month shall be prorated. Should any Rent payment be less than the full amount, Landlord may accept the lesser payment, and Tenant agrees that Landlord shall not be bound by any statement that the lesser payment is justified for any reason. Without waiving any of Landlord's other rights under this Lease or applicable law, if Tenant fails to pay an installment of Rent on or before the 15th day of the month, Tenant shall be liable to Landlord for a late fee of 4% of the Rent due for one month. The foregoing constitutes notice of a late rent penalty pursuant to 14 M.R.S.A. § 6028. Tenant is specifically liable for all Rent and other sums due and payable under this Lease. The termination of this Lease earlier than the stated expiration date due to a breach by Tenant will not relieve Tenant from the obligation to pay all Rent and other sums due under this Lease for all periods that would have been part of the Term but for such termination, subject to Landlord's duty to use reasonable efforts to mitigate its damages.

2. **PAYMENT OF RENT.** Tenant shall pay Rent in the form of a personal check, cashier's check, or money order payable to the order of Landlord, and Rent shall be mailed or personally delivered to Landlord at the address stated in the preamble of this Lease or to such other address as specified in writing by Landlord. If a check used to pay Landlord is returned without having been paid, Tenant shall pay a returned check charge of \$125.00 and be responsible for any late Rent penalty as provided for under Section 1.

3. **SECURITY DEPOSIT.** Tenant has deposited **\$ 2,000.00** with Landlord as a security deposit at the signing of this lease ("Security Deposit"). The Security Deposit shall be kept in a bank account separate from the landlord's other funds and protected in case of bankruptcy, foreclosure or sale of the building, and will be returned to Tenant within 30 days of the termination of the Term and peaceful surrender of possession, less any amount to cover (1) unpaid Rent and/or other amounts owing to Landlord; (2) damages to the Premises and damages to the building and the surrounding land and buildings owned by Landlord ("Property") which are not due to normal wear and tear, which damages may include cleaning costs and other costs attributable to failure of Tenant to surrender the Premises in accordance with the provisions of this Lease; (3) missing items; (4) Landlord's cost of compliance with state and local law regarding Tenant's abandoned property; and (5) any other costs or expenses allowed by applicable law. Tenant's liability under

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this Lease is not limited to the amount of the Security Deposit. **The Security Deposit may not be applied to Rent, including the next to last or final month's Rent.** Tenant may inspect the Premises at the start of the Term and shall have 24 hours to report, in writing, any defects to Landlord (other than damages noted in this Lease). If no report of defects is submitted, without waiving Tenant's statutory rights, Landlord and Tenant agree that the Premises is clean, habitable, and in satisfactory condition, and that Tenant accepts the Premises in as-is condition, with all faults. An inspection will be made once Tenant has vacated the Premises to determine any charges to the Security Deposit. Without limiting the foregoing, the following checklist outlines areas of particular concern and the approximate charges which will be made against the Security Deposit if Landlord is required to perform any of the following tasks:


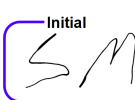

- a. Refrigerator must be clean, turned off and door left open.
Charges against deposit if not done. \$125.
- b. Stove top, burner pans and oven must be clean.
Charges against deposit if not done. \$125.
- c. Sinks, countertops and all cabinets clean.
Charges against deposit if not done. \$125.
- d. Bathroom tiles, toilet, sinks, fixtures clean and free of all soap film.
Charges against deposit if not done. \$125.
- e. All floors washed, cleaned and vacuumed as necessary.
Charges against deposit if not done. \$175.
- f. Walls clean. Particular attention to be paid to areas in the kitchen, around doors, closets and bathrooms.
Charges against deposit if not done. \$ 175.



Additional charges will be made on a materials and labor basis for any damages, missing items or necessitated cleaning not listed above.

3. **CO-TENANTS.** The obligations and commitments contained in this Lease shall be joint and several among all of the persons listed as a Tenant above. Any breach of the terms of this Lease by any Tenant or any other person occupying the Premises shall constitute a breach by each Tenant. To the extent authorized by law, each Tenant agrees to be the agent of the other Tenant(s) and occupants of the Premises and is both authorized and required to accept, on behalf of other Tenant(s) and occupants, service of summonses and other notices relating to the tenancy. Each Tenant hereby authorizes all other Tenants to accept service of summonses and notices relating to the tenancy.

4. **POSSESSION.** Landlord shall endeavor to deliver possession to Tenant by the beginning of the Term. If Landlord is unable to do so for any reason, Landlord shall not be held liable for

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any damages suffered by Tenant as a result, nor shall this Lease be considered void unless Landlord is unable to deliver possession within ten (10) days following the beginning of the Term. Possession of the Premises shall be deemed to have occurred when Landlord is ready to deliver possession to Tenant and has made reasonable efforts to inform Tenant of such availability.

5. **SUBLET.** Tenant will not sell or assign this Lease or sublet the Premises or any part of the Premises to any person without first obtaining written consent of Landlord, which may be withheld in Landlord’s sole discretion. If approved, payment of a \$334.00 transfer fee shall be required and paid by Tenant. The Security Deposit shall not be refunded until the end of the Term. No assignment or sublease shall release Tenant from the obligations of this Lease.

6. **OCCUPANCY AND USE.** The Premises is for the sole use as a non-commercial, private residence for Tenant and Tenant’s children, and for no others without the written permission of Landlord, short term overnight guests excepted. Occupancy by any other person(s), without written permission, is a violation of this Lease. Tenant shall not do or permit any act or thing on the Premises or Property that shall be unlawful or create a nuisance. Nor shall Tenant use the Premises or Property for any purpose that shall vitiate any insurance against fire, or shall be deemed extra-hazardous as to fire by insurance companies or that shall cause an increase in Landlord’s insurance premiums. Tenant shall observe all regulations now or hereafter established by Landlord for the common interest of all tenants. Tenant further agrees to park Tenant’s vehicles as designated by Landlord and to keep any parking space clean of drippings and debris. Upon termination of this Lease, Tenant agrees to surrender possession of the Premises and all equipment and fixtures owned by Landlord in as good a condition and repair as when received with the exception of regular use and normal wear and tear.

7. **UTILITIES.** Responsibility for payment of utilities and other miscellaneous services are as follows:

Heat	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Water/sewer	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Electricity	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Telephone	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Cable TV/internet	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Gas	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Rubbish Removal	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> Landlord
Grounds	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Snow Removal	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Walkways	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Driveways	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Septic Maintenance	<input type="checkbox"/> Tenant	<input checked="" type="checkbox"/> Landlord
Other (<i>specify</i>)	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord

Note: X indicates the tenant/landlord responsible

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Tenant shall not use the utilities for any purpose other than reasonable household use for Tenant and permitted occupants of the Premises.

8. ALTERATIONS. Tenant agrees not to make any alterations, additions, improvements or changes to the Premises or Property, interior or exterior, or to the equipment and fixtures provided by Landlord or to install any major appliance on the Premises or Property, in each case without written consent from Landlord, which Landlord may withhold in Landlord's sole discretion. Tenant shall not alter the connections of any plumbing, heating, electric, cable or telephone system on the Premises or Property. Any permanent improvements shall become the property of Landlord, although Landlord may condition approval of improvements upon the removal by Tenant and restoration of the Premises or Property at Tenant's expense at the end of the Term. Without waiving Tenant's statutory rights, Tenant agrees not to repair the Premises, Property, or anything belonging to Landlord without first obtaining Landlord's written permission. Tenant shall hold Landlord harmless for any mechanic's lien or similar claims against the Premises or Property resulting from any work contracted for by Tenant, and shall discharge any mechanic's lien or similar claims within ten (10) days after the filing of any such lien or claim, in each case at Tenant's sole cost and expense.

9. RESTRICTIONS. No external television or radio antennas or satellite dishes may be installed outside the Premises, nor may signs or other devices be hung from the exterior of any building on the Property, in each case without the written consent of Landlord. No trailers, boats, ATVs, snowmobiles or other recreational vehicles may be stored or parked on the Premises or Property without the written permission of Landlord. Tenant shall use picture hooks and not nails or other devices for hanging articles on the interior walls. The toilets and sinks shall not be used for any purposes other than those for which they were constructed nor shall rubbish, rags or any other improper article be thrown in the toilets. No waterbed shall be used in the Premises. No items shall be kept in halls or stairways. Costs of damage to the Premises or Property or equipment or fixtures caused by misuse shall be borne by Tenant.

10. CLEANLINESS AND DUTY TO MAINTAIN. Tenant shall maintain the Premises in a clean and sanitary condition at all times. Tenant shall not sweep, throw, or dispose of nor permit to be swept, thrown or disposed of, from the Premises nor from any doors, windows, balconies, porches, or other parts of the building, any dirt, waste, rubbish or other substances or articles into any other part of the Property, except in compliance with applicable laws, state and local requirements, and Landlord's rules and regulations. Tenant shall keep the smoke detectors and carbon monoxide detectors on the Premises in working condition by keeping charged batteries in battery-operated smoke detectors and carbon monoxide detectors, by testing the smoke detectors and carbon monoxide detectors periodically, and by refraining from disabling the smoke detectors and carbon monoxide detectors. Tenant shall notify Landlord in writing of any deficiencies in the smoke detectors and the carbon monoxide detectors.

11. OTHER REGULATIONS. Tenant agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of the Lease, as shall from time to time be established by Landlord in the future for the safety, care, cleanliness or orderly

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conduct of the Premises and Property, and for the benefit, safety, comfort and convenience of all occupants of the Property.

12. **APPLIANCES.** There is included in the Lease the appliances contained in the Premises, including, but not by way of limitation:

- cooking range/oven Y N
- stove hood Y N
- refrigerator Y N
- dishwasher Y N
- garbage disposal Y N
- Laundry washer/dryer Y N

All appliances are provided in as is, where is condition. Tenant agrees to use and maintain all such equipment, appliances, plumbing fixtures and other equipment so provided in the manner for which they were intended. Tenant is responsible for any damages and repairs to the Premises or Property brought on by the misuse, neglect or damage of such equipment. Should Tenant fail or refuse to make repairs after reasonable notice from Landlord, Landlord may cause said repair to be made and the cost shall be charged as additional Rent due immediately from Tenant. Major appliances not supplied by Landlord may not be used without written permission of Landlord.

13. **PETS.** No pets are permitted at any time without the expressed written permission of Landlord. Pet-sitting is not permitted. If an agreement is reached between Landlord to allow a pet on the Premises, a Lease Addendum for Pets must be attached to this Lease and signed by Tenant and Landlord.

14. **FIRE AND CASUALTY.** If the Premises or Property is damaged by fire or other casualty, Landlord may, without limiting Landlord’s other rights or remedies, elect to (i) cause the damage to be repaired as speedily as possible without lapse or abatement of Rent due or payable, or (ii) terminate this Lease by giving Tenant at least five (5) days’ written notice. However, if the Premises or Property shall be destroyed or damaged by fire or other cause as to render the Premises or Property uninhabitable, either party may elect to terminate this Lease by giving the other party at least five (5) days’ written notice. Notwithstanding the foregoing sentence, if such destruction is caused by Tenant’s intentional misconduct, Tenant shall not be relieved of the responsibility for payment of Rent and other sums due and payable under this Lease, and shall bear full responsibility for repair of the damage and any incidental damages.

15. **TENANT’S PROPERTY.** Landlord’s insurance covers only Landlord’s property, liabilities and interests. It does not cover Tenant’s property. Except as provided by law, Landlord shall not be liable for loss or damage to the property of Tenant or Tenant’s guests, invitees, or licensees. At Landlord’s request, Tenant shall purchase and maintain separate renter’s insurance and provide proof of such insurance to Landlord. If, upon termination of this Lease or abandonment of the Premises by Tenant, Tenant leaves any property on the Premises or Property, said property shall be deemed to be have been abandoned and may be either retained by Landlord as Landlord’s property, or disposed of by sale, donation or in any other manner as

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Landlord may deem appropriate upon notice to Tenant, as provided by law, but without compensation to Tenant. The cost to Landlord to remove and dispose of such property may be paid from the Security Deposit held by Landlord.

16. **RELEASE OF LIABILITY.** Except as provided by law, Landlord and Landlord’s agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Premises or Property sustained due to: (1) the Premises or Property or any part or appurtenances thereof becoming out of repair; (2) water, waste, snow, ice, frost, steam, fire, sewerage, sewer gas or odors, bursting or leaking pipes or plumbing fixtures, mechanical breakdown or failure, electrical failure, mold or mildew; (3) any accident in or about the Premises or Property; (4) fire, hurricane or other acts of God; or (5) any action or inaction of Landlord or Landlord’s agents or employees (except to the extent any of the foregoing are caused by Landlord’s willful misconduct). Further, except as provided by law, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions (including negligence) of any third party (except that the foregoing shall not be construed as a disclaimer or exculpation of liability for negligence of Landlord or Landlord’s agents if such disclaimer or exculpation is not permitted by applicable law).

17. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, Tenant agrees to indemnify and hold harmless Landlord and all of its employees, officers, directors, and agents (“Indemnitee”) for any loss, damage, claims, demand, suits, judgements or liabilities which Indemnitee may incur, and any costs or expenses to which Indemnitee may be put, arising from any injury or death to persons or property, or any claim on account thereof, in each case to the extent resulting from use of the Premises or Property by Tenant or Tenant’s guests, invitees or licensees.

18. **QUIET AND PEACEFUL ENJOYMENT.** Provided Tenant pays Rent, and abides by all of the covenants, conditions, rules and regulations as set forth in this Lease, Tenant shall have quiet and peaceful enjoyment of the Premises for the Term. Additionally, Tenant shall not make or permit any disturbing noise on or about the Premises or Property, nor shall Tenant permit anything that would interfere with the rights, comforts, conveniences, or quiet and peaceful enjoyment of other tenants and neighbors. Tenant shall not operate any radio, stereo, television, musical instrument, sound system or other such device at a volume disturbing to other tenants or neighbors. Noise from any party or entertaining must be held to a reasonable level and must end by 9:30 P.M.

19. **NOTICES.** Written notices to Landlord shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Landlord’s address as indicated in the preamble of this Lease or to such other address as Landlord may designate by written notice to Tenant. Written notices to Tenant shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested or by overnight courier to Tenant at the Premises. In the event of multiple Tenants, notice to one Tenant shall be deemed notice to all Tenants. Notwithstanding the foregoing, notice by either

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party to the other shall be deemed adequately given when such notice is actually received by the other party.

20. **ABANDONMENT.** In the event any installment of Rent shall not be paid within 21 days of its due date, and Tenant shall not have been physically present on the Premises during such period of time, it shall be conclusively deemed, and Tenant so agrees, that the Premises has been abandoned regardless of whether any of Tenant’s possessions remain on the Premises, and in such event, Landlord may declare Tenant in default and terminate Tenant’s tenancy.

21. **EXTENDED ABSENCES.** To protect the interests of both Tenant and Landlord from inadvertent determination that the Premises have been abandoned, Tenant shall notify Landlord of any absences of more than 14 days. Said notification shall not relieve Tenant from paying Rent on time or from any of the responsibilities associated with maintaining and monitoring systems associated with the Premises.

22. **RIGHT OF ENTRY.** Landlord or its employees and agents shall have the right to enter the Premises for inspection, repairs, and/or future leasing or sale at reasonable hours upon 24 hours’ notice, except in the case of emergency or if it is impractical to do so, regardless of whether Tenant or other occupants shall be on the Premises at the time.

23. **REPAIRS.** Tenant shall promptly notify Landlord of any needed repairs, and shall notify Landlord immediately upon first discovering any signs of serious building problems, including plumbing, electrical, structural and pest problems. Landlord shall make provisions, as soon as reasonably possible, to repair any malfunctioning equipment or fixtures or defective conditions that may develop. This includes plumbing leaks, electric and heating failures, and drain failures. The repair for extraordinary items caused by the abuse, neglect or intentional damage of Tenant or Tenant’s guests, invitees or licensees, shall be paid for by Tenant within 10 days after written demand for reimbursement. No claim for compensation shall be made by Tenant against Landlord for inconvenience or annoyance arising out of repairs or improvements made to the Premises or Property or any portion thereof at any time.

24. **INTERRUPTION OF SERVICE.** Interruption or failure of any service maintained by Landlord, if due to causes beyond Landlord’s control, shall not entitle Tenant to any claim against Landlord nor to any reduction in Rent, and shall not constitute constructive eviction unless Landlord should fail to take such measures as may be reasonable in the circumstances to restore the services without undo delay.

25. **TAXES.** Landlord shall pay all municipal taxes and assessments.

26. **DEFAULT.** Landlord shall, at its option, be entitled to declare Tenant in default of this Lease upon the occurrence of any of the following (each, an “Event of Default”):

- a. Tenant fails to pay any sum required to be paid under this Lease by Tenant within seven (7) days after the date the same is due;

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- b. The leasehold interest of Tenant is levied upon or attached by process of law and such levy or attachment is not dissolved within thirty (30) days after it is made;
- c. Tenant abandons or vacates the Premises during the Term;
- d. Tenant assigns this Lease or sublets any portion of the Premises, or attempts to do either of those things, except as may be expressly permitted in this Lease;
- e. Tenant violates or fails to observe or comply with any applicable law, code, ordinance, rule, or regulation of any governmental body;
- f. Tenant fails to perform or observe any other agreement, covenant or provision of this Lease not set forth in this section or fails to perform or observe any applicable rules and regulations promulgated by Landlord and such failure continues for thirty (30) days after the giving of written notice thereof by Landlord.

27. **REMEDIES.** Upon the occurrence of an Event of Default, Landlord lawfully may, immediately or at any time thereafter, in accordance with Maine law, terminate this Lease by sending written notice of termination to Tenant or enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under Tenant and remove their effects, in each case without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant, and upon entry or the sending of such written notice of termination, this Lease shall terminate. In addition, if Tenant fails to perform or observe any covenant, agreement, or condition in this Lease to be performed or observed by Tenant, Landlord may, at its option, without waiving any claim for damages for breach of this Lease and regardless of whether such failure has ripened into an Event of Default, perform such covenant, agreement, or condition on Tenant's behalf. Any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within ten (10) days of demand. Tenant waives the right to a jury trial resulting from breach of any term or condition of this Agreement by Tenant.

28. **RECOVERY OF RENTS, COSTS AND FEES.** Tenant agrees that whether possession is taken or this Lease is canceled by Landlord, the entire unpaid balance of Rent for the remainder of the Term shall accelerate and immediately become due and payable, subject to Landlord's duty to mitigate its damages as provided by law, and Tenant shall be responsible for all costs incurred by Landlord in enforcing this and any other provision of this Lease, including reasonable attorneys' fees. In the event of a default by Tenant, Landlord may retain the Security Deposit and apply it against actual damages sustained by Landlord by reason of Tenant's default upon notice to Tenant as provided by law. The retention of the Security Deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against Tenant provided by this Lease and by law, and all remedies shall be cumulative and nonexclusive. Any legal action shall be instituted in the courts of the State of Maine and the county of Cumberland and not elsewhere.

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29. **RIGHTS OF MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) now or hereafter placed upon the Premises, Property, or any buildings placed upon the land upon which the leased Premises form a part, and Tenant covenants and agrees to execute and deliver, upon demand, such instrument(s) subordinating this Lease to the lien of any such mortgage(s) as shall be desired by Landlord and/or any mortgages or proposed mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument(s) for and in the name of Tenant.

30. **SMOKING POLICY.** Smoking on all interior and exterior portions of the Premises and Property is expressly prohibited. For purposes of this section, “smoking” means inhaling, exhaling, breathing or carrying any (i) lighted or heated tobacco, marijuana or other plant product or derivative, or (ii) any electronic or other device intended to deliver a vapor of liquid nicotine or other substance to the user. Notwithstanding any provision in this Lease to the contrary, Tenant shall not engage in smoking on any portion of the Premises or Property, and shall prevent other occupants and Tenant’s guests, invitees, and licensees from doing so.

31. **DISCLOSURES.** The following disclosure forms are attached to this Lease and incorporated by reference:

- List of the names of each supplier of energy that previously supplied the Premises, if known (Tenant has the right to obtain a 12-month history of energy consumption and the cost of that consumption from the energy supplier), or Energy Efficiency Disclosure Form for Rental Units in Maine.
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; and
- Landlord Disclosure to Tenants of Radon Gas Hazards in a Residential Rental Property.

32. **BROKERS.** Tenant and Landlord each represent and warrant to the other that they have had no dealings with any person, firm, broker or finder other than Domaine Real Estate (“Broker”) in connection with the rental of the Premises that is entitled to any commission or finder’s fee. Landlord is responsible for any fees of the Broker. Tenant and Landlord each agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed person, broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

33. **BROKER INDEMNIFICATION.** Tenant releases and agrees to indemnify and hold harmless Broker and all of its employees, officers, directors, and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss, including, but not limited to, bodily injury (including death), personal injury, property damage, expenses, and attorneys’ fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any

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negligent or intentional act or omission on the part of Tenant or Tenant’s guests, invitees or licensees, due to any negligent or intentional act or omission on the part of Landlord, or due to the application or violation of any pertinent law. Broker is an express third party beneficiary of this section.

34. NOTATION OF DAMAGES.

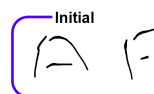
35. MISCELLANEOUS NOTATIONS.

36. MISCELLANEOUS.

- a. If any portion of this Lease is found to be contrary to any local, state, or federal law, such portion shall be null and void, as if it had never appeared in the Lease, and the Lease shall be read as originally written to the fullest extent possible, omitting only the specific portion that is unlawful. The validity of any other item in this Lease shall not be affected.
- b. All rights and remedies given to Landlord or Tenant under this Lease shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
- c. Waiver or acquiescence by Landlord in any default or breach by Tenant, or failure of Landlord to insist upon strict performance by Tenant of any covenants, conditions or agreements in this Lease shall not constitute a waiver of the subject default or breach, except to the extent expressly set forth in writing, or any subsequent or any other default or breach, whether similar or dissimilar.
- d. Plural references made to the parties involved in this Lease shall be deemed to apply to the singular, and singular references shall be deemed to apply to the plural as appropriate. These references also apply to Landlord’s and Tenant’s heirs, executors, administrators, or successors, as the case may be.
- e. Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties and that this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

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f. This Lease is governed by the internal laws of Maine without giving force or effect to its conflicts of law rules.

Tenant and Landlord have caused this Lease to be executed effective as of **June 1, 2024**.

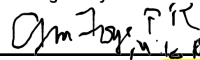
TENANT:


LANDLORD:

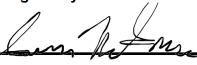
June 1, 2025

Signed by:

Printed Name: **Hans Goudy**

Signed by:

Printed Name: **Michael Nicolai**

DocuSigned by:

Printed Name: **Zoe Kennedy**

Signed by:

Printed Name: **Sean McGuire**



Sean McGuire <sean.mcguire@maine.edu>

to livchase, Zoë, Hans, Brent ▾

Fri, Apr 3, 6:41 PM



Snowy Owl LLC,

Let me start out by saying that I may have gotten off on the right foot, and moving forward it looks like we will be moving forward on different terms.

I am now privy of your conversation with Zoe on this matter.

With all due respect I am very surprised by how unprofessional and sloppy you have been in this. You did not understand or care about requirements, notices, rent control or ordinances. Neither did your "attorney".

As you know I am a landlord also. My lawyer (which I unfortunately use for evictions when I must for lease violations) and I are of the opinion that you have given written proof of retaliation by non-renewal after communicating with Zoe Kennedy first attempting an illegal rent increase. We have fulfilled our end of contract in following lease and law. It seems like you may have just attempted to not do that.

I can't speak for roommates, but I intend to fight this retaliation until writ of possession is served (unlikely). Until I move out my 1/3 of rent will continue to be paid and lease will continue to be followed.

I'm clearly not here to give you advice, but someone should. What I would do is wait 6 months until it is no longer classified as retaliation. Then give the 90 day notice or just pay the 2 months rent penalty / or cash for keys. You run your business how you'd like of course, but if it were me, a renovation, vacancy, applications, developing a negative reputation with Cumberland County Court and Portland Rent Board, and this long extended process isn't worth an extra \$700 a month.

As for your kind offer of a reference, while I appreciate it, I must decline.

Please let me know if you decide to reconsider or would like to find an off-ramp we can work through together.

Very Sincerely,
Sean McGuire

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Great

Brent

Tue, Mar 10 at 18:26

Hi Brent, is it possible if I just pay my portion of rent directly to you in future? Thank you.

We use the app. Do you want me to set you up as a payee?

Yes please thank you very much. I didn't know about this app, what is it called?

I can ask my room mates too if we share a login. I didn't know they had access to an app

Rentredi

Great i'm set up. My email is sean.mcguire@maine for invitation link. I see the email now that Liv sent now initially.

Text Message • SMS
Not Encrypted

128

Brent

Sat, Mar 21 at 09:52

Hi Brent, Zoe mentioned a few weeks ago that you said it was okay to have a cat come May? Wanted to confirm some details on that

iMessage
Encrypted

Sat, Mar 21 at 18:39

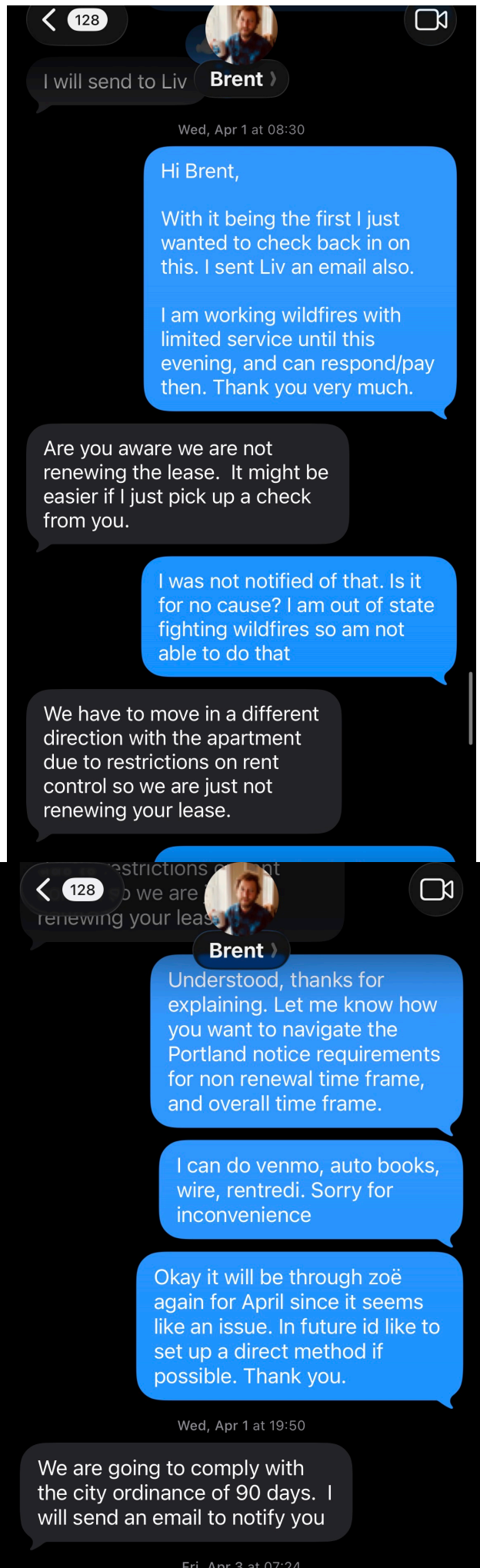
We have not negotiated the new lease yet.

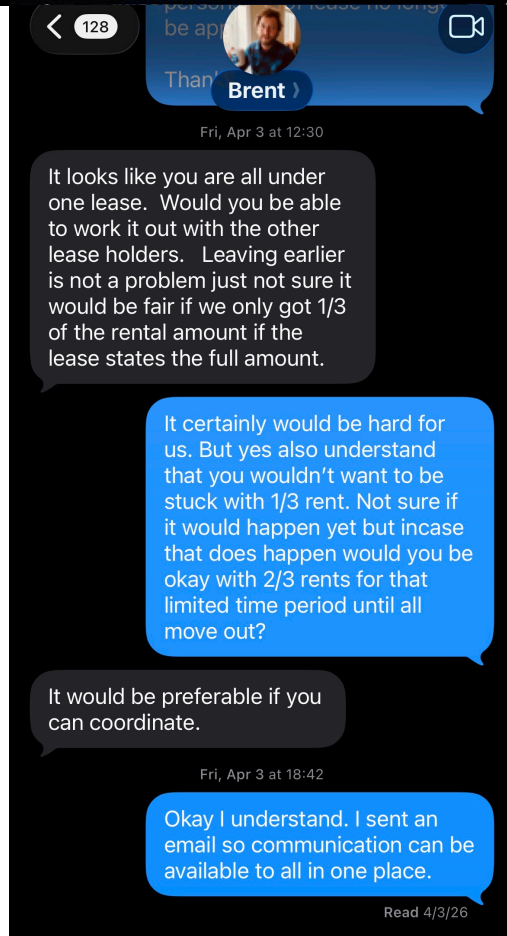
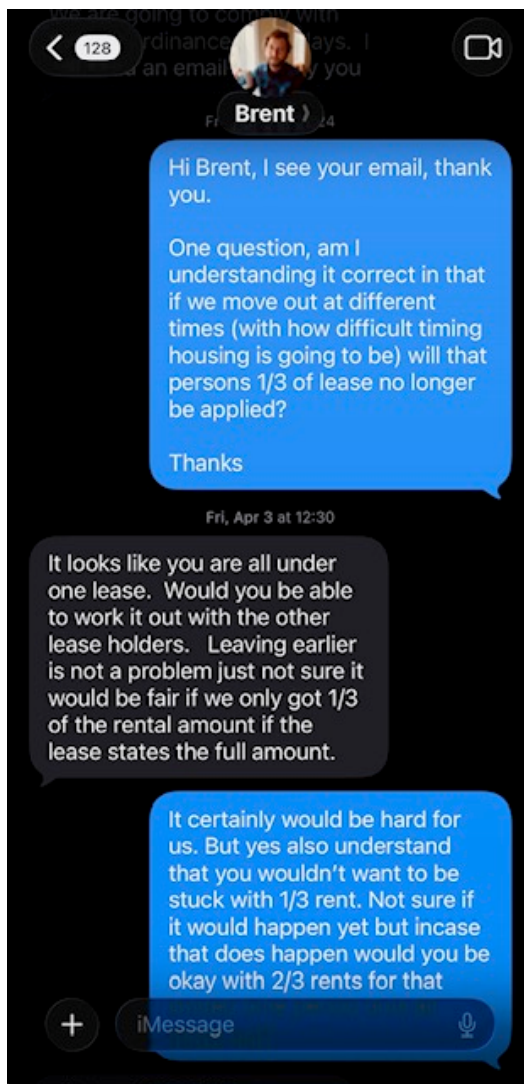
Sun, Mar 22 at 20:27

Okay thank you. That is very strange she said that then. I want to let you know I am extremely allergic to cats and havnt given my permission to her to have one

Mon, Mar 30 at 09:52

Hi Brent, whenever you have time do you mind linking sean.mcguire@maine.edu to smith street apt 3 on RentRedi so I could pay rent. Thank you





MAINE JUDICIAL BRANCH

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

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

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

HELP AND INFORMATION:

Legal Help – You might be able to get free help from an attorney:

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

Information - Find out more!

- PTLA’s website provides information about the eviction process in Maine. Visit ptla.org/fed to learn more.

NOTICE TO QUIT OR NOTICE TO TERMINATE

The “notice to quit” or “notice to terminate” is generally the first step a landlord must take to start the eviction process against you. The notice gives you a deadline to move out or correct the issue with your landlord. Once the deadline to move out or correct the issue passes, your landlord may file an eviction case (called a “Forcible Entry and Detainer” case) against you. You will be served with a complaint and summons that tells you when you must appear in court. It is important to get legal help. If you can’t afford an attorney, you may call PTLA or Legal Services for the Elderly. Their phone numbers are above. You may be eligible for free legal help.

COURT HEARING DATE

- **Go to Court: If you have been given a court summons, you must attend your court hearing on the date listed on the summons.** The summons says when to go to court for your hearing, and if the hearing will be by video or phone, how to join. If the summons does not say that it is being held by video/phone, you are expected to appear in person. If you do not attend your hearing, **you may be evicted.**
- **Mediation: You can ask for mediation.** Mediation gives you the chance to settle your case without having a hearing before a judge. You can ask for mediation before the hearing date by using the Request for Mediation Form (see below). Complete the information and file it with the court where your case is pending. You can also tell the judge that you would like mediation at the court. Alternatively, the judge might order your case to mediation.
- **Hearing:** If your case does not settle in mediation, the judge will hold a hearing to listen to both sides and decide what will happen.

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

Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov

MAINE JUDICIAL BRANCH

- **Representation:** If you do not have an attorney, some courthouses, but not all, will have volunteer attorneys available to talk to you on the day of your hearing. Call the courthouse where your hearing is scheduled to see if one of the volunteer attorneys will be available. The court’s phone number is listed on the summons you received.

MEDIATION

What is mediation?

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

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

Who will be there?

The mediator, **you**, your attorney if you have one, the landlord and the landlord’s attorney if they have one. Others might also be present for support.

How to ask for mediation:

If you would like to mediate your case: 1) send or bring the Request for Mediation form below to the court; 2) write a letter to the court; or 3) ask for mediation at court when you go on the hearing date.

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

REQUEST FOR MEDIATION

I would like mediation in my case.

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

My Name is (*please print*): _____

My cell phone number is: _____

My email address is: _____

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

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

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

The address of rental property is: _____

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

▶ _____
Signature

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

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

#3

11/23/2026

Hello Residents. In order to be in compliance with the City of Portland and the recent Audit that has been initiated, we are required to request the following information be signed. I have left these documents taped to your door in the hopes that this will make the process easier. I can come by on Monday 4/27 to collect. You will notice some documents are left downstairs in the front stairways entry door for your review. These documents are as follows; Lead Based paint pamphlet, smoking policy and rental housing rights. If you have any questions go ahead and send me a text or call. 2078803052.

Required forms to sign

- Housing rights
- Energy EIT Disclosure
- Lead Based Paint
- radon disclosure

~~Pamphlet~~
Lead

City of Portland, Maine
Rental Housing Rights

Unit 3
11 Smith

Tenant/Landlord Rights and Responsibilities

The relationships between tenants and landlords in Portland are governed, in part, by the City of Portland Code of Ordinances and the State of Maine statutes, and cover a wide variety of topics. There are various resources for additional information, including [Pine Tree Legal](#) and the State of Maine's publication "[Consumer Rights When You Rent an Apartment](#)", and others. It is recommended that concerned individuals obtain professional legal advice, as necessary.

Rent Control

Landlords of rental units in Portland, that are not otherwise exempt, may only increase the rent once within a rental year. Before increasing rent, a landlord must give tenants written, signed notice at least 90 days in advance. That notice must include the date the tenancy began, the date of the rent increase, the amount of the increase, any remaining Banked Rent that has not been included in the increase and the reasons for the rent increase.. Generally, unless additional amounts are approved by the Rent Board, annual rent increases for existing tenants may not exceed the *Allowable Increase Percentage as defined by the City Code*.. Landlords may increase rent an additional 5% when a new tenant begins occupying the unit. A landlord may not raise the rent more than 10% in one year.

Termination of Tenancy

Landlords must provide all tenants at least 90 days written notice before terminating a tenancy without cause.. If a landlord provides an amount equal to 1 months' rent reimbursement to the tenant, tenancies may be ended by notice at least 60 days before they must move out. If two months' rent is provided in reimbursement, tenancies may be terminated by notice at least 30 days before they must move out. Landlords do not have to provide a reason for asking the tenant to leave.

A landlord may terminate a tenancy at will for cause with a minimum 7-day written notice if the tenant: (1) has caused serious damage to the apartment and has not repaired the damage; (2) has been a nuisance to other tenants or neighbors; (3) has made the unit unlivable or unfit to live in; (4) has changed the door locks and refused to give the landlord a key; or (5) is 7 days or more behind in rent.

Prohibited Discrimination

Housing discrimination on the basis of race, color, sex, sexual orientation, physical or mental disability, ancestry, national origin, or family status is prohibited by the City of Portland and the State of Maine. Landlords may not refuse to rent or impose terms of tenancy on any tenant who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies. Landlords may not refuse to rent or negotiate, deny a dwelling, or otherwise make unavailable, or retaliate, due to a tenant's participation in a Tenant Union. Unless a unit is otherwise exempt, landlords must also comply with reasonable requirements of any subsidy program, including filling out paperwork, allowing inspections, and making reasonable repairs.

Concerns, Complaints, or Questions

If you have questions about the City's ordinances on rent control and tenant protections, think your landlord has violated the City's ordinances, or want to file an appeal with the Rent Board, please contact the Housing Safety Office at housingsafety@portlandmaine.gov or 207-756-8131

Required Forms & Informational Material

Required Forms & Informational Material

Landlords must provide the following informational material and forms to tenants:

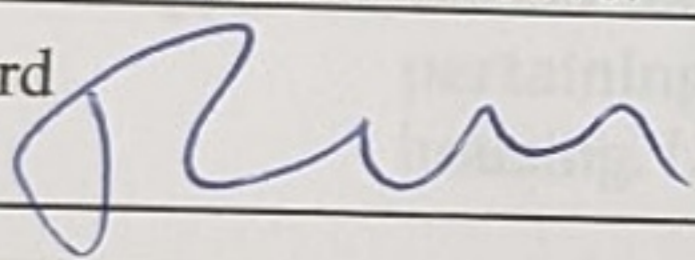
- The City of Portland Rental Housing Rights Document (above)

Forms required by the State of Maine:

- Energy Efficiency Disclosure
- Lead Paint Pamphlet - "Protect Your Family From Lead in Your Home"
- Lead Based Paint Disclosure Form
- Smoking Policy Disclosure (To be drafted by the landlord)
- Radon in Rental Housing Pamphlet
- Radon Disclosure

Please contact the agency providing the document for translation

By signing below, landlords and tenants acknowledge that they have read and understand the information contained within this document and landlords have provided tenants with copies of the informational material and forms noted above.

Landlord		Date	4/23/26
Tenant		Date	
Tenant		Date	
Tenant		Date	

Unit 3

11 Smith

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) NA Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) Lessee has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

→ (d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home (initial).

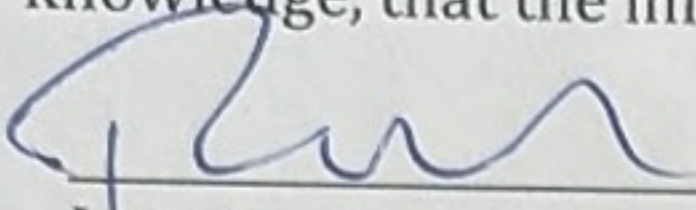
Agent's Acknowledgment (initial or enter N/A if not applicable)

(e) MA Lessor's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(f) MA Lessee's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	<u>4/23/26</u>			
_____ Lessor	_____ Date	_____ Lessee	_____ Date	
_____ Lessor	_____ Date	_____ Lessee	_____ Date	
_____ Lessor's Agent	_____ Date	_____ Lessee's Agent ¹	_____ Date	

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

If the radon problem will be fixed, the work should be done by a registered radon reduction contractor. Radon mitigation can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing
Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

¹ Only required if the lessee's agent receives compensation from the lessor.

Radon in Rental Housing

A Serious Hidden Danger to Family Health

Radon Tipsheet #11



Renting a home with high radon levels is a major risk for lung cancer.

Radon is the 2nd leading cause of lung cancer. Any home, including rental housing, can have a radon problem. It doesn't matter if it's old or new, or where it's located. High levels of radon gas occur naturally in Maine soil and water, and can move up into a house from the ground. The house then traps the radon in the air inside.

The only way to know if a home has a problem is to test. Landlords in Maine are required to test their rental properties for radon by March 1, 2014. This tipsheet can help you understand how radon testing in rental housing works.

About Radon Testing in Rental Housing

Maine requires radon testing in all residential rental properties by March 1, 2014, and unless a mitigation system is installed, a tenant can request a re-test every 10 years.

Simple air tests can show whether radon levels are safe. Radon tests can be done by the landlord, the tenant occupying the unit, or a Maine registered radon tester. All radon tests must be done according to approved protocols which require the radon test devices to be placed in the basement or in ground floor units, and in some upper floor units.

What Tenants Need to Do

- Do not touch, move, cover or otherwise interfere with the testing devices.
- For 12 hours before, and all during the test, keep windows and doors closed, except for normal entry and exit.
- **IMPORTANT:** If the test is not done the right way it must be done again, costing time and money for the landlord and tenant.
- Your landlord must show you the results for your residence. If your residence was not tested, you will get the results from the basement or the highest result found in your building.

About High Radon Levels

A radon concentration of 4 pCi/l (picocuries per liter) or above is a high radon level. If there is a high radon level in your building, fixing this problem is recommended but not required. If the radon problem isn't fixed, the landlord or tenant can end the lease with at least 30 days notice.

If the radon problem will be fixed, the work must be done by a registered radon reduction contractor, called a radon mitigator. Radon mitigators can install the proper system to make sure that your home and all the others in your building have safe radon levels.

Radon treatment systems work well to bring the level down to safer levels, no matter how high the levels are to start.

Follow-Up Testing

Once your building has a radon mitigation system, there will be another radon test and there may be periodic re-tests to make sure the system is working.

Protect your family. Learn. Test. Treat if needed.



- Check this website: www.MaineRadiationControl.org
- For advice: 1-800-232-0842 • radon.dhhs@maine.gov • TTY: Call Maine Relay 711

Energy Efficiency Disclosure Form for Rental Units in Maine

Address of Rental Unit: #3 11 Smith

This rental unit meets/ does not meet/ partially meets (check one) the minimum energy efficiency guidelines suggested below for rental units in Maine.

You can expect your energy bills to be lower if your dwelling is insulated and has efficient appliances. There are several factors that affect energy costs. The areas below are the most important ones and indicate where this dwelling exceeds, meets, or falls below minimum efficiency guidelines suggested for Maine. *The bold items below are suggested minimum guidelines.*

Heating Systems

Space Heat

Tested heating system efficiency (minimum: 82%) 82% unknown Test date: _____

Exposed pipes or ducts in unheated crawl space insulated? yes no

Heating fuels: oil natural gas propane kerosene wood electric other

Water Heat

Accessible domestic hot water pipes insulated? yes no

Fuels: oil natural gas propane solar electric other

Insulation

Walls

Insulated? (minimum: cavity filled) filled partially filled no insulation unknown

Insulation thickness: less than 3" 3-6" more than 6"

Ceiling

Insulated? (minimum: R-38 or cavity filled) filled partially filled no insulation unknown

Insulation thickness: _____ inches or R-_____

Floors over unheated areas

Insulated? (minimum: R-21 or cavity filled) filled partially filled no insulation unknown

Basement wall

Insulated? (minimum: 2' below grade) yes no unknown

Windows and Doors

Windows (minimum: 2 panes of glass) single pane single + storm double (DG) DG + low-e (DG + low-e + argon gas) triple or better

Doors (minimum: insulated or with storm) insulated storm insulated + storm neither

Appliances

Refrigerator (minimum: post-1995) yes no unknown Energy Star rated

Gas stove (suggested electronic ignition) electronic ignition pilot light no gas stove

You have the right to obtain a 12-month history of electricity used by this rental unit by calling your local electric company. If this unit uses natural gas, you have the right to obtain a 12-month history of natural gas used by the unit by calling your local natural gas company.

Signatures: Landlord: [Signature] Tenant: _____ Date: _____

This information is accurate to the best of the landlord's knowledge.

Other comments about the unit's efficiency: _____

For further information about energy efficiency, see www.energymaine.com.

Guidelines and Explanation of Terms

Tested heating system efficiency (minimum 82%): This is the combustion efficiency test typically performed by a heating technician when servicing and cleaning the burner.

Floors over unheated areas: Examples are an enclosed porch or a crawlspace. Doesn't refer to a basement.

Basement wall: Basements in many new buildings are insulated all the way to the floor or footings (full height). Older buildings may have poor soil drainage, e.g. a wet basement. To avoid potential foundation damage from damp soils freezing and expanding, it is generally considered safe to insulate to 1'-2' below ground level. This still saves considerable energy.

Windows: Sealed double glazing sometimes has gas fill such as argon or krypton. Low-e storm windows are also available. Either exceeds the basic single glass + storm.

Doors: A solid wood door is only a bit more insulating than a single pane of glass. Adding a storm door cuts heat loss in half. An insulated door can equal almost 10 panes of glass.

Refrigerator: Refrigerators made before 1995 have the make and model information on a metal plate inside, usually on the door. From 1995 on, the information is on a sheet of metal foil.

Gas stove: According to the U.S. Department of Energy, piloted gas burners can use more than twice the energy used by electric ignition gas burners.

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



05/01/2026
License #: LTR-007466-2025
Code Case #: RCC2600698
Snowy Owl LLC /
PO Box 15372
Portland, ME 04112

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 **11 SMITH ST PORTLAND, ME 04101** on **05/01/2026** 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 **05/31/2026**. 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 may 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

Snowy Owl LLC /
PO Box 15372
Portland, ME 04112

NON-COMPLIANCE VIOLATION LIST

APPLICABLE CODE SECTION (S)	City Code 6-155(d)
CODE DESCRIPTION	Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00
COMMENTS	<p>Owner provided false information when registering. The penalty for such violation is \$1,000.</p> <p>According to the 2026 Supplemental Form submitted on December 29, 2025 rent for Unit #3 was registered at \$5,000.00. According to a lease provided dated May 21, 2025, the rent being charged for Unit #3 was \$2,600.00.</p> <p>A fine of \$1,000.00 must be paid by May 31, 2026.</p>
DEADLINE	05/31/2026

INVOICE

CITY OF PORTLAND LICENSING & REGISTRATION

389 Congress Street
Portland, Maine 04101
(207) 756-8131



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00135058	05/01/2026	05/31/2026	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
LTR-007466-2025	False Information Penalty - 6-155(d) Sec 6-155(d) Any person, business entity, or other organization providing false information with respect to registration. Notwithstanding the provisions of § 6-1, the penalty for such violation shall be \$1,000.00.	\$1,000.00
Snowy Owl Llc - 11 Smith St Portland, ME 04101		SUB TOTAL \$1,000.00

TOTAL \$1,000.00

BILLING CONTACT

Brent Adler
Federal Street Phoenix LLC
P.O. Box 15372
Portland, Me 04112

2026 LONG-TERM RENTAL ADDITIONAL INFORMATION

Information requested is as of November 1, 2025 unless noted.

Complete form for up to 4 units in a rental property.

For guidance on how to fill out the form, please see back of form.

SECTION 1: APPLICANT CONTACT INFORMATION				UR # 7444-2025
Name: Snowy Owl LLC	E-mail: omni@omniheatme.com	Phone #: 207 880 3052		
SECTION 2: PROPERTY INFORMATION				
Street #: 11	Street Name: Smith	Chart, Block, Lot Number (CBL)/Parcel ID: 21 F 20		
SECTION 3: RENTAL UNIT INFORMATION				
Is this unit exempt for any of the following? Pick the letter that applies for each unit and write it in #1.				
A. Owned, operated, or otherwise managed by a municipal housing authority? B. An accommodation provided in a hospital, convent, church, religious facility, or extended care facility? C. Dormitories owned and operated by an institution of higher education or by Portland Public Schools? D. In a building containing only 2, 3, or 4 dwelling units, one of which the property owner currently occupies as his or her principal residence? Or in an owner-occupied single-family home? E. An accessory dwelling unit, as defined in Chapter 14 of City Code? F. Publicly rent-controlled or subsidized (Section 8, GA, etc)? G. None of the above				
	Unit #	1	2	3
1. Exemption, if any, that applies to each unit (each box needs to have a letter)		G	G	G
⇒ If a unit is exempt, no further information is required. If "none of the above" is selected, please fully complete form. ←				
2. What rent was the Base Rent? (see back for definition)		\$ 5000	5000	5000
3. What was the amount of monthly rent charged on November 1, 2024? (Previous Year)		\$ 5000	5000	5000
4. How much did rent increase between Nov. 1, 2024 and Nov. 1, 2025? (should match amount in #5e)		\$ 0	0	0
5. What amount of the monthly rental increase is attributable to:				
a) The Allowable Increase Percentage (dollar amount)		\$ 0	0	0
b) New Tenancy (dollar amount)		\$ 0	0	0
c) Banked Rent that was accrued in prior years		\$ 0	0	0
d) Any Increase applied for and approved by the Rent Board		\$ 0	0	0
e) Total Increase amount (a + b + c + d): (should match amount in #4)		\$ 0	0	0
6. What is the amount of monthly rent being charged as of November 1, 2025? (Current Rent)		\$ 5000	5000	5000
7. What is the amount of monthly Banked Rent remaining with the unit?		\$ 0	0	0
8. What was the amount of security deposit collected and held for the unit?		\$ 2000	2000	2000
9. Please provide the amount of any other payments or fees collected from the existing tenant(s) (other than a security deposit or rent).		\$ 0	0	0
	Number of Bedrooms	3	3	3
	Number of Bathrooms	1	1	1
	Kitchen Unit (Y or N)	Y	Y	Y
I certify that I have provided the tenants of these units with a copy of the Rental Housing Rights document.		<input checked="" type="checkbox"/>		

As per Sec. 6-155(d), any person, business entity, or other organization providing false information with respect to registration shall be subject to a penalty of \$1,000.

Signature:

Date: 12/29/25

Viewing Payment History for 11 Smith Street unit 3 ▼

Date Paid	Date Due	Total Paid	Amount Due	Method	Paid By	Description	Status
04/01/2026	04/01/2026	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
03/01/2026	03/01/2026	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
02/01/2026	02/01/2026	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
01/01/2026	01/01/2026	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
12/01/2025	12/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
11/01/2025	11/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
10/01/2025	10/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
09/01/2025	09/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
08/01/2025	08/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID
07/01/2025	07/01/2025	\$2600.00	\$0.00	Bank Account 8135	Zoe Kennedy	Rent	PAID



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Apr 1, 2025
Description	RETURNED BILL PAYMENT FROM Michael Nicolai ISSUE DATE 12-30-24.
Type	Transfer
Status	Cleared
Amount	\$2,500.00
Description	RETURNED BILL PAYMENT FROM Michael Nicolai ISSUE DATE 12-30-24.
Merchant name	MICHAEL NICOLAI
Transaction category	Cash, Checks & Misc : Other Expenses



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Dec 30, 2024
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Nov 29, 2024
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Oct 30, 2024
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	May 30, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	May 29, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Mar 28, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	May 9, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Feb 28, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date	Jan 30, 2025
Description	Michael Nicolai Bill Payment
Type	Bill Pay
Status	Cleared
Amount	-\$2,500.00
Description	Michael Nicolai Bill Payment
Merchant name	MICHAEL NICOLAI
Transaction category	Uncategorized : Uncategorized



Adv Plus Banking - 8135 : Account Activity

Transaction details

Posting date Apr 3, 2026

Description BENGAL ENTERPRIS DES: PAYMENT ID:
XXXXX8248 INDN:Zoe Kennedy CO
ID:XXXXX93599 WEB

Type Other Payment

Status Cleared

Amount -\$2,600.00

Description BENGAL ENTERPRIS DES: PAYMENT ID: XXXXX8248 INDN:Zoe
Kennedy CO ID:XXXXX93599 WEB

Merchant name BENGAL ENTERPRIS

Transaction category Uncategorized : Uncategorized

BA

Brent Adler

Saturday

To: Sean Cc: Liv, Hans & 2 more... >

Hello I will drop off disclosure for radon and can email the results to you. Please tape rent to your door if you like. Front unit door
Brent.

Brent Adler

cell 207-880-3052

PO Box 15372

Portland, ME 04112

See More



Found in Gmail Sent Mailbox

SM

Sean McGuire

Saturday

To: Brent Cc: Liv, Hans & 2 more... >

Brent,

Thank you for your response. Sounds good. I will have rent there tomorrow and will email you when it is

BA

Brent Adler

Yesterday

To: Sean Cc: Liv, Hans & 2 more... >

Hi Sean. I am going to be at property cleaning up the basement today can I discuss the disclosures with you in person. You may know more about the apartment then i do given you have lived there longer. I also have the radon results and disclosures for that. Unfortunately the newest results are above the threshold and mitigation is recommended. I will explain process for mitigation and timeline for that as well. No worries if you are busy but thought if we can work through the disclosures together it might save some back and forth. Thank you.

Brent.



Mitigation to start within 2 weeks

Landlords Disclosure Of Radon Gas Hazards In A Residential Rental Property

There are possible serious health risks due to exposure to radon. Please read the attached information.

Information About Your Building

Residential Rental Unit Number Or Other Identifier: # 3

Street Address (including Rental complex name if applicable): 11 Smith St
Portland ME

A radon test in the unit identified above or in other parts of your building was completed on 4, 24, 26.
(day)/(month)/(year)

A Tenant may request a re-test after 10 years from the date above, unless the landlord has installed and maintains a functioning radon mitigation system.

The radon level found in the above identified unit (or, if the unit was not tested, the highest level found during testing in other parts of the building) was 10.9 pCi/l. A copy of the original results report is available for viewing by the Tenant. Radon mitigation is recommended, but not required, for radon levels of 4 pCi/l or higher. However, if radon levels of 4.0 pCi/l or higher are not mitigated, the landlord or Tenant have the option to end the lease after providing at least 30 days notice.

The radon was tested by (check one): A Maine Registered Radon Tester /the landlord ___ /a Tenant ___
If tested by a Maine-registered radon tester, their Maine Radon ID number is _____

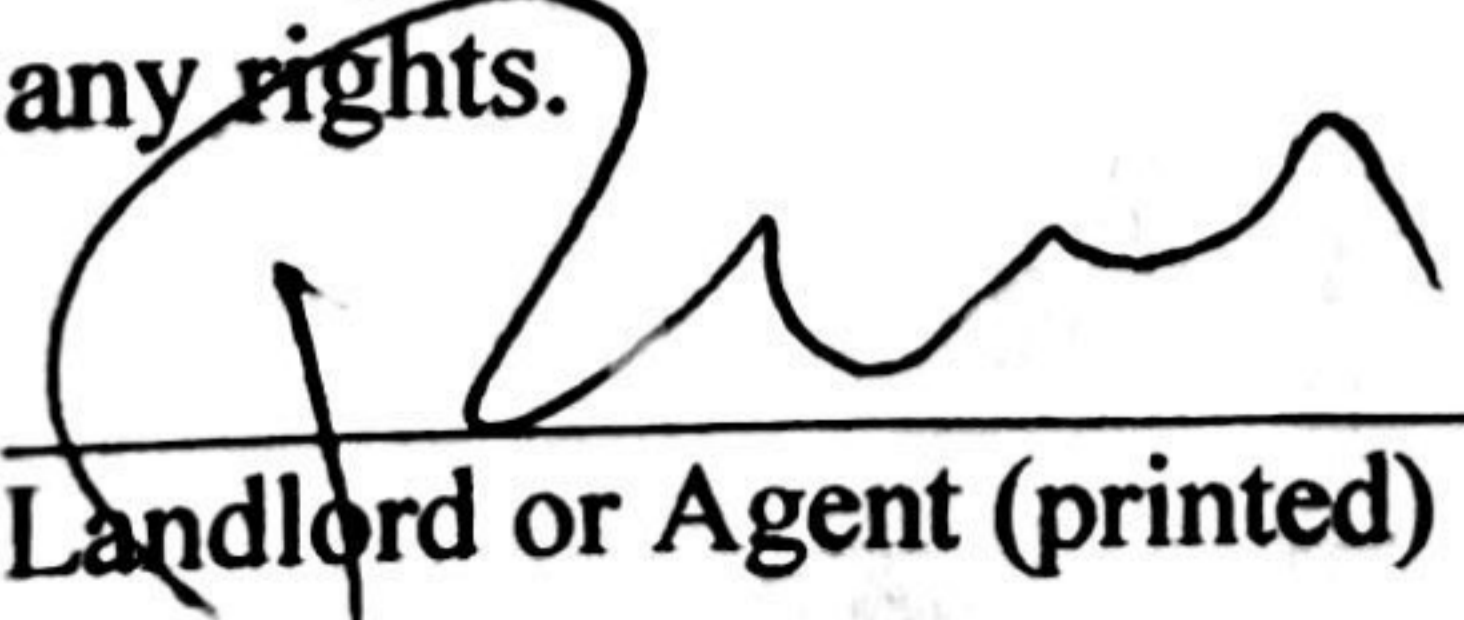
Under Maine law, any radon testing in residential rental buildings must be conducted according to proper protocols and in accordance with rules adopted by the Maine Department of Health and Human Services. Additionally, Maine law gives the Tenant the right to conduct radon tests in their dwelling unit. They may hire a registered radon tester or conduct the test themselves.

A page explaining the hazards of radon, Radon in Rental Housing-A Serious Hidden Danger to Family Health, is attached.

✓ In Hall

ACKNOWLEDGEMENT OF RADON GAS HAZARDS DISCLOSURE

The signatures below acknowledge that the landlord or their agent has disclosed to the lessee, information about radon gas as required by 14 M.R.S.A. Section 6030-D. This acknowledgement does not constitute a waiver of any rights.

 4/30/26
Landlord or Agent (printed) Date

Landlord or Agent (signed) Date

Tenant (printed) Date

Tenant (signed)

Tenant (printed) Date

Tenant (signed) Date

KIT SERIAL	RADON LEVEL	PROPERTY TESTED	TEST DURATION	STRUCTURE
RA212980 ID: 3358265	10.9 pCi/L Margin of Error +/- 1.1 pCi/L	11 Smith St Portland, ME 04101 Basement, Middle, On Shelf	Start: 01:34 PM 04/24/2026 End: 08:59 PM 04/26/2026 Duration: 55.42 Hours	Type: Basement Floor: Basement Closed: Yes

Short Term Radon Tests have an estimated margin of error of $\pm 5\%$ when used according to directions.

Quality Assurance (QA): Sample Type: Short Term. Technology: Activated Charcoal. Device Manufacturer: Eurofins Environment Testing Radon, LLC. Model: RD-1. NRPP Approved Device: AC-8202. NRSB Approved Device: 10325. Device Performance Standard: ANSI-AARST MS-PC 2022. Quality Assurance Standard: ANSI-AARST MS-QA 2023. Lab Methodology: EPA-402-R-92-004. Test instructions designed in accordance with ANSI-AARST MAH-2023. Radon level uncertainty is calculated using a 95% confidence level. One sampler can test up to 2,000 ft². Sampler Deployed by: Brent Adler. Sampler Retrieved by: Brent Adler.

Disclaimer: Results are only indicative of the sample as received in the lab. Incorrect information or improper sampling procedures will affect results. Eurofins Environment Testing Radon, LLC (EETR) did not provide sampling services unless otherwise indicated. Device deployment/retrieval is assumed to be performed by the person submitting the sample, unless otherwise specified by the client. The person(s) performing sampling are responsible for sampling QA, which may include duplicate, blank, and/or spiked detectors. Analysis, laboratory QA, and production QA performed by EETR. Measurements are not necessarily predictive or supportive of measurements conducted at different times or locations. EETR is not responsible for the consequences of any action you do or do not take based on the results. This report may only be reproduced in full, unless authorized in writing by EETR.

Radon Information: Radon is a naturally occurring radioactive gas. It is odorless, colorless, and tasteless. Radon in air is ubiquitous (existing or being everywhere at the same time) and is found in outdoor and indoor air. Radon concentration is measured in picocuries per liter of air (pCi/L). The average indoor concentration is 1.3 pCi/L. The average outdoor concentration is 0.4 pCi/L. Radon is the second leading cause of lung cancer, after smoking. Smokers and former smokers are at especially high risk. Radon exposure is a health risk over long periods of time. The more time you spend in a high radon environment, the greater the risk.

The US Environmental Protection Agency (EPA) and the Surgeon General recommend fixing the building when the radon level is 4 pCi/L or more. Because there is no known safe level of exposure to radon, EPA also recommends considering fixing radon levels between 2 pCi/L and 4 pCi/L. The World Health Organization (WHO) recommends fixing the building when the radon level is 2.7 pCi/L or more.

The process of fixing a radon problem is called mitigation. Even buildings with very high levels can be successfully mitigated. EPA recommends that you use a contractor certified by NRPP, NRSB, or your State (where applicable) to correct radon problems.

Measurement Specialist / Laboratory Director



Paul Fletcher

Date 4/30/2026

IF YOU HAVE QUESTIONS ABOUT WHAT YOUR RESULTS MEAN:

EPA National Hotline: (800) 557-2366, epa.gov/radon, or, call your State Radon Official: (207) 287-5676

IF YOU HAVE QUESTIONS ABOUT HOW TO FIX A RADON PROBLEM:

Radon Fix-it Hotline: (800) 644-6999, epa.gov/radon, or, call your State Radon Official: (207) 287-5676

TIMELINE OF EVENTS

June 1, 2025

Lease Agreement begins between Sean and tenants Hans and Zoë

June 20, 2025

Purchase of Property

March 20–27, 2026

Discussion regarding potential rent changes with Hans and Zoë

March 27, 2026

Conclusion of rent discussion

April 2, 2026

90-Day Notice issued with letter

April 3, 2026

Email communication from Sean

April 16, 2026

Audit conducted

April 20, 2026

Complaint filed with Rental Board

April 23, 2026

Disclosures provided

April 30, 2026

Move-out letter submitted by Hans and Zoë exhibit F

May 1, 2026

Audit conclusion issued

May 3, 2026

Radon disclosure and test results provided

May 31, 2026

Lease end date

June 30, 2026

End of 90-day notice period

Thank you for your time, I am glad to be a part of the process and will walk away with a better understanding of the rental ordinance. I would like to become a better property manager and have a deeper respect for Chapter 6 of the Land Use Code. The following is my best description and defense of the claim presented to the board on 4/20.

Brief. 11 Smith Street is a 3 unit building. Unit 3 is a 3 bedroom occupied by Sean (applicant), Hans and Zoë. The landlord Snowy Owl LLC has issued a 90 day notice to this unit. Hans and Zoë are moving out as stated in the 90 day notice. The applicant (Sean) has declared this as retaliation and has intentions of staying past the 90 days paying $\frac{1}{3}$ a month. (\$866.66) of total rent.

Statement of facts. I have a string of emails between myself, Liv, Hans and Zoë. Please note that Sean was not a part of this discussion. Sean was not included in this conversation because his roommates did not want to move forward with him on the lease or occupy the apartment with him because as stated by Hans *"this year it became clear that we cannot sign a lease with him. Zoë does not feel comfortable around him. I have had difficulties as well: among other things, I struggled to get him to pay me back for utilities and have found the windows wide open in the dead of winter."*

Sean also expressed interest in renting the apartment himself via text message on Feb 9th 2026 but nothing moved forward from this interest.

No rental increase was given, no new lease terms were presented.

I understand that Sean's complaint is in reference to 6-237(e) please consider that neither Hans or Zoë have submitted a complaint or appeal to assert their rights under this ordinance. The 90 day notice was provided to tenants before the complaint to this board. No Action was taken or documented such as a rental increase notice or lease to demonstrate that the rent would be going up. Only after an informative conversation with the tenants, did I conclude that it was best to follow Chapter 6, provide a 90 day notice, and choose a different path for the unit. One that is more economically aligned with our goals of the property such as the applicability of 6-231. I believe that Sean's retaliation complaint does not fall under the direction of this board as the 90 day notice was given prior to this complaint and no proof of an actionable increase is present.

Zoë and Hans have provided a letter stating that they will be moving out on the original lease ending date 5/31. They have already paid last month's rent. Sean is continuing to pay $\frac{1}{3}$. His intentions are stated in a letter on 4/3. Sean is not planning on moving out but only pay his third. All three occupants are responsible for the rent in its entirety. Will this action be allowed given his 2 roommates are leaving? My concern is if the full rental amount is not paid, regardless of the outcome of the rental board will I be within my right to issue a 7 day notice to quit given failure to pay the full amount of rent? I would also like some guidance on the security deposit and if Sean does not pay full rent and remains in the apartment will this security deposit go to unpaid rent? I understand if this is not within the board's purview while some help may avoid another hearing.

Sean Email 4/2/2026

Snowy Owl LLC,

Let me start out by saying that I may have gotten off on the right foot, and moving forward it looks like we will be moving forward on different terms.

I am now privy of your conversation with Zoe on this matter.

With all due respect I am very surprised by how unprofessional and sloppy you have been in this. You did not understand or care about requirements, notices, rent control or ordinances. Neither did your "attorney".

As you know I am a landlord also. My lawyer (which I unfortunately use for evictions when I must for lease violations) and I are of the opinion that you have given written proof of retaliation by non-renewal after communicating with Zoe Kennedy first attempting an illegal rent increase. We have fulfilled our end of contract in following lease and law. It seems like you may have just attempted to not do that.

I can't speak for roommates, but I intend to fight this retaliation until writ of possession is served (unlikely). Until I move out my 1/3 of rent will continue to be paid and lease will continue to be followed.

I'm clearly not here to give you advice, but someone should. What I would do is wait 6 months until it is no longer classified as retaliation. Then give the 90 day notice or just pay the 2 months rent penalty / or cash for keys. You run your business how you'd like of course, but if it were me, a renovation, vacancy, applications, developing a negative reputation with Cumberland County Court and Portland Rent Board, and this long extended process isn't worth an extra \$700 a month.

As for your kind offer of a reference, while I appreciate it, I must decline.

Please let me know if you decide to reconsider or would like to find an off-ramp we can work through together.

Very Sincerely,
Sean McGuire

Email Thread: Discussion of new lease with Hans and Zoë

From: Zoë Kennedy

Date: Friday, Mar 20, 2026 at 8:00 AM

To: Liv Chase, Brent Adler

Cc: Hans Goudey

Hi Liv and Brent,

Following up on our conversation from a couple of weeks ago, Hans and I are wondering if you've had the chance to make up the lease for the next year, starting in June? Like we mentioned to Brent, Hans and I would be the only tenants and have already discussed this with Sean.

Also, I'm curious what your policy is with pets, since the lease that we have signed isn't with you. I have a small cat who is currently living at my parents house and we would like to move her into this apartment. Would that be possible?

Thank you,

Zoë and Hans

From: Liv Chase

Date: Friday, Mar 20, 2026 at 8:47 AM

To: Brent Adler, Zoë Kennedy

Cc: Hans Goudey

Hi Zoe and Hans,

Sorry for the delay getting back to you. We really like having you as tenants and we are happy to have you stay. With that said, as the new owners of the building we need to have all units at market rent in order to cover our mortgage. Unit #1 and Unit #2 pay \$3300/mth and we would consider that market rent.

In regards to a cat living in the space, we can agree to that as long as the cat is litterbox trained.

In regards to the number of people living in the unit. We understand that Sean would not be living there anymore but we would be open to you getting a new third roommate if this made sense for you.

Let us know your thoughts.

Thanks,

Liv and Brent

From: Zoë Kennedy

Date: Friday, Mar 20, 2026 at 9:07 AM

To: Liv Chase

Cc: Brent Adler, Hans Goudey

Hi Liv and Brent,

Thanks for getting back to us. I see on the city's website that 10 percent is the maximum allowed rent increase. That would bring us to \$2860/mth.

We do want to get a third roommate, but with our incomes we are comfortable paying the rent between the two of us and will look into getting a third roommate later down the line.

Also, my cat is litterbox trained and historically has been a fantastic tenant!

Thank you,

Zoë and Hans

From: Hans Goudey

Date: Friday, Mar 20, 2026 at 3:26 PM

To: Liv Chase, Brent Adler

Cc: Zoë Kennedy

Liv and Brent,

I'd like to add one more thing that we really hoped not to have to mention, but it's looking like we won't be able to resolve it among us. Zoë and I have discussed the lease directly with Sean and have explained to him that we do not feel comfortable living with him, but he has said that he wants to stay regardless. I've lived here for three years and found Sean and Zoë as roommates.

Last year Sean was rarely here, but this year it became clear that we cannot sign a lease with him. Zoë does not feel comfortable around him. I have had difficulties as well: among other things, I struggled to get him to pay me back for utilities and have found the windows wide open in the dead of winter.

We're sorry to have to involve you, we had really hoped to resolve this with Sean directly. Can you help with this? We'd be happy to discuss this further over the phone.

Thank you,

Hans and Zoë

From: Brent Adler

Date: Saturday, Mar 21, 2026 at 3:40 PM

To: Hans Goudey

Cc: Liv Chase, Zoë Kennedy

We don't have a problem just renting to you and Zoe. We have spoken with our attorney and we believe due to the current registered nature of the units and the owner occupied status previously used on the building we are going to move Forward with a higher rental increase than 10%. We want to continue renting to you and hoping this will not be a deal breaker. Let us know how to proceed.

Brent

From: Zoë Kennedy

Date: Monday, Mar 23, 2026 at 4:34 PM

To: Brent Adler

Cc: Hans Goudey, Liv Chase

Hi Brent,

Thanks for understanding.

Can you clarify how the property is disqualified from city ordinances that cap rent increases at 10 percent? According to Portland city ordinance, chapter 6, section 6-234c: at no point can a landlord raise rent more than 10 percent. The only exceptions to this rule are listed in section 6-231 and none of those exemptions apply to our unit. Even though the building was previously owner occupied, it no longer is, therefore rent cannot be increased by more than 10 percent.

Additionally, according to section 6-234d, notice of a rent increase needs to be sent "no fewer than 90 days before the effective date of the rent increase." We are currently within those 90 days as a new lease should begin 70 days from today. This section also mandates that the landlord be specific about how much the rent is being increased by, which we haven't been told specifically yet.

I've attached the ordinance as well as each section that I mentioned.

We still have enjoyed having you as our landlords and would like to keep living in this apartment, but it is important that all ordinances are being followed.

Thank you for your time,

Zoë and Hans

From: Zoë Kennedy

Date: Friday, Mar 27, 2026 at 2:16 PM

To: Brent Adler

Cc: Hans Goudey, Liv Chase

Hello again,

I'd appreciate a response to my earlier message. I've been in contact with the Portland Tenants Union, who agree that it is against city ordinance to raise the rent by the amount you have indicated. Let me know how you would like to proceed.

Zoë

From: Brent Adler

Date: Friday, Mar 27, 2026 at 2:19 PM

To: Zoë Kennedy

Cc: Hans Goudey, Liv Chase

Thank you for looking into this. Unfortunately due to rising taxes, expenses and purchase price of the building we are left with no choice but to not renew your lease and choose one of the exceptions to rent control as indicated by the city ordinance. Thank you. Let us know if you need a reference happy to provide one.

Brent.

Move out letter Hans and Zoë 4/30

Email Thread: Move Out Date

From: Zoë Kennedy

Date: Thursday, Apr 30, 2026 at 10:45 AM

To: Liv Chase, Brent Adler, Hans Goudey

Hi Liv and Brent,

Hans and I have made plans to move out of 11 Smith Street Apt. 3 by the end of our original lease on May 31st. This makes May our last month in the apartment, therefore we will not be paying rent due to the fact that we paid our last month's rent upon signing the lease two years ago. I have cancelled my auto payment for the rent to avoid any confusion. I am not sure what Sean's plan is, but I want to make clear that Hans and I are adhering to the dates and terms on our lease.

Thank you,

Zoë

From: Brent Adler

Date: Thursday, Apr 30, 2026 at 11:01 AM

To: Zoë Kennedy

Cc: Liv Chase, Hans Goudey

Thanks for letting us know.

Brent

Brent Adler cell 207-880-3052

PO Box 15372

Portland, ME 04112

90 day notice issued with letter.

**Subject: Important Update Regarding Your Lease -
11 Smith Street Unit #1 Portland, ME**

April 2, 2026

Dear Zoe, Hans, and Sean,

Let us start out by saying that we may have gotten off on the wrong foot, and we truly hope to move forward on better terms. We have very much enjoyed having you as tenants in the building over the last eight months since we took ownership.

When we purchased the property last July, units 1 and 2 had just been renovated, and it has always been our long-term intention to renovate your unit as well. While the previous owner signed a new year-long lease with you right before transferring ownership—which we have honored—that lease is now coming to an end on May 31st. We are writing to inform you that we will not be renewing the lease, as we need to begin the planned renovations on your unit.

However, we realize that transitions can be tough and that moving is very stressful. To help make this process easier for you, we would like to offer you an additional month to stay, allowing you to remain in the unit until **June 30th** if you would like.

Please let us know if there is anything we can do to make your transition go more smoothly. We wish you the best in your next home. We are happy to provide a positive rental reference.

Sincerely,

Liv Chase and Brent Adler

PORTLAND, ME LEASE NONRENEWAL

90-Day Notice to Vacate

April 2, 2026

To: Zoe Kennedy, Hans Goudey, Sean McGuire

Rental Address:

11 Smith St. Apt. 3, Portland, ME 04101

YOU ARE HEREBY NOTIFIED THAT, under the terms of your tenancy for the rent and use of the premises listed above now occupied by you:

YOUR TENANCY WILL NOT BE RENEWED AS OF JULY 1, 2026. You therefore must deliver possession of the premises to me on such date. You are further notified that unless you vacate the premises by such date, we will begin a forcible entry and detainer action against you. If a forcible entry and detainer eviction court action is commenced against you, you have the right to contest the termination and eviction in court. Please note that if you do find another place to

rent prior to the completion of the 90-day notice, we will waive any requirement to provide notice or complete your current lease term, and will work with you to vacate on a date of your choice, without penalty, as long as that date is prior to July 1, 2026.

THIS NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH MAINE STATUTES 14 MRSA §6001 AND §6002. NOTHING IN THIS NOTICE IS INTENDED OR SHOULD BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER STATE OR FEDERAL LAW. Also attached is Form CV-256, Residential Forcible Entry & Detainer (Eviction) Information Sheet & Mediation Request.

Brent Adler 4/2/2026

Signature Date

Landlord's Contact Information:

Snowy Owl, LLC

livchase@yahoo.combrentadler@gmail.com

(207) 522-4345

(207) 880-3052

MAINE JUDICIAL BRANCH FORM CV-256

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

Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov

CV-256, Rev. 01/26 Page 1 of 2 www.courts.maine.gov

Residential Forcible Entry and Detainer

(Eviction) Information Sheet and

Mediation Request

RESIDENTIAL FORCIBLE ENTRY AND DETAINER (EVICTION)

INFORMATION SHEET AND MEDIATION REQUEST

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

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

HELP AND INFORMATION:

Legal Help – You might be able to get free help from an attorney:

- Pine Tree Legal Assistance (PTLA) is free for low-income tenants.

Hotline hours are Monday 12:00 – 2:30, Tuesday and Thursday 9:00 – 11:30. Call 207-774-8211.

- Legal Services for Maine Elders – is free for those 60 and older: Call 1-800-750-5353.

Information - Find out more!

- PTLA's website provides information about the eviction process in Maine. Visit ptla.org/fed to learn more.

NOTICE TO QUIT OR NOTICE TO TERMINATE

The "notice to quit" or "notice to terminate" is generally the first step a landlord must take to start the eviction process against you. The notice gives you a deadline to move out or correct the issue with your landlord. Once the deadline to move out or correct the issue passes, your landlord may file an eviction case (called a "Forcible Entry and Detainer" case) against you. You will be served with a complaint and summons that tells you when you must appear in court. It is important to get legal help. If you can't afford an attorney, you may call PTLA or Legal Services for the Elderly. Their phone numbers are above. You may be eligible for free legal help.

COURT HEARING DATE

Go to Court: If you have been given a court summons, you must attend your court hearing on the date listed on the summons. The summons says when to go to court for your hearing, and if the hearing will be by video or phone, how to join. If the summons does not say that it is being held by video/phone, you are expected to appear in person. If you do not attend your hearing, you may be evicted.

Mediation: You can ask for mediation. Mediation gives you the chance to settle your case without having a hearing before a judge. You can ask for mediation before the hearing date by using the Request for Mediation Form (see below). Complete the information and file it with the court where your case is pending. You can also tell the judge that you would like mediation at the court. Alternatively, the judge might order your case to mediation.

Hearing: If your case does not settle in mediation, the judge will hold a hearing to listen to both sides and decide what will happen. MAINE JUDICIAL BRANCH

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Residential Forcible Entry and Detainer

(Eviction) Information Sheet and

Mediation Request

Representation: If you do not have an attorney, some courthouses, but not all, will have volunteer attorneys available to talk to you on the day of your hearing. Call the courthouse where your hearing is scheduled to see if one of the volunteer attorneys will be available. The court's phone number is listed on the summons you received.

MEDIATION

What is mediation?

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

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

Who will be there?

The mediator, you, your attorney if you have one, the landlord and the landlord's attorney if they have one. Others might also be present for support.

How to ask for mediation:

If you would like to mediate your case: 1) send or bring the Request for Mediation form below to the court; 2) write a letter to the court; or 3) ask for mediation at court when you go on the hearing date.

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

REQUEST FOR MEDIATION

I would like mediation in my case.

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

My Name is (please print):

My cell phone number is:

My email address is:

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

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

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

The address of rental property is:

Date (mm/dd/yyyy): ►

Signature

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