

# **L.S. Robinson Real Estate**

## **Real Estate Sales & Vacation Rentals**

### **YEAR ROUND & OFF SEASON RENTAL PROPERTY GUIDELINES**

Revised October 2017

**I.** There will be a formal, signed lease agreement between the owner and the tenant, negotiated by L.S. Robinson Co. Real Estate and its agent, and duly signed by both.

**II.** All rent monies will be paid or collected by L.S. Robinson Co. Real Estate and the commission will be deducted by the agency or paid by the owners as per the lease agreement. The balance due to the owner will be forwarded within ten (10) working days of receipt of payment, according to the terms of the lease and unless other arrangements have been made.

**III.** A security deposit will be required of all tenants, and will be held in L.S. Robinson Co. Real Estate Rental Escrow Account or by the owners in an escrow account, to be released to the tenant thirty (30) days after the termination of lease agreement. Return of security deposit is dependent upon inspection and after clearance by the owner or owner's representative, and is subject to payment of damages to and/or cleaning of property real or personal, and to payments of outstanding bills. The balance over and above the total of these charges will be returned to the tenant with copies of all bills.

#### **IV. SECURITY DEPOSITS**

If a charge is to be levied against a tenant's security deposit for damages or cleaning to real or personal property, the agency must be notified immediately. This notification should include the date the damage was discovered, the extent of the damage, and an approximation of repair or replacement cost. Repair or replacement should be undertaken immediately, and a copy of the bill forwarded to L.S. Robinson Co. Real Estate for charge back against the Lessee's security deposit. In the absence of notification by the owner or owner's representative of any damages within 10 days following termination of the tenancy, the security deposit will be refunded in full to the Lessee.

#### **V. OWNER RESPONSIBILITIES**

A. All maintenance and repair to property and building(s) including plumbing, heating, electrical system, appliances, and telephone service if applicable, etc.; except as due to tenant's negligence.

B. Provide L.S. Robinson Co. Real Estate with list of service people engaged for maintenance and repair.

C. Provide full fuel tanks at the beginning of the lease term as applicable.

D. Notify L.S. Robinson Co. Real Estate who will be responsible for inspection of the property at termination of the lease period.

E. Have property professionally cleaned between tenants.

**PO BOX 1480, 337 MAIN STREET, SOUTHWEST HARBOR ME 04679**

**Website: [www.LSRobinson.com](http://www.LSRobinson.com) E-mail: [info@LSRobinson.com](mailto:info@LSRobinson.com)**

**Phone 207-244-5563 Fax 207-244-9291**

## **VI. TENANT RESPONSIBILITIES**

A. Maintain the premises, appliances, heating plant, ground and general environment in clean and orderly fashion. At termination of occupancy, leave in clean and orderly fashion. Cleaning charges after departure may be deducted from the security deposit. Notify agency IMMEDIATELY of any malfunction of systems and/or appliances, whether deemed to be due to natural causes, negligence or wear & tear.

B. Establish and assume financial responsibility for electric service, heating fuel, trash & snow removal, telephone, television, internet service, etc. Provide own firewood & yard care. Unless such item(s) is specifically noted in the lease to be the responsibility of the owner. Leave fuel tank(s) full at the end of the lease period.

C. Assume responsibility for damages to property, real or personal, as applicable when caused by Lessee negligence during period of tenancy. Payment for damages and/or cleaning to be made from security deposit and additional personal funds as necessary.

D. Notify agency IMMEDIATELY in case of emergency or to report any unusual circumstances.

E. Notify agency when calls for repairs have been completed.

## **VII. AGENCY RESPONSIBILITIES**

A. Qualify all tenants with references from former landlord(s), employer(s), and financial or credit source(s).

B. Prepare complete leases, duly signed, and provide copy to owner and tenant as well as file copy.

C. Collect all deposits, security deposits, and rents, as applicable, holding security deposits in L.S. Robinson Co. Real Estate Escrow Account as required by law. Forward all monies as applicable to owner (less commission), reimburse owners for charges and/or damages by tenant, and return balances of deposits to tenants with full accounting.

D. Forward IRS Form 1099 Misc. and income statement to owner by January 31 annually. Forward IRS Form 1099 Misc. to IRS by February 28 annually.

E. Notify owner and/or caretaker of any problems that arise during lease periods, as necessary; handle emergencies immediately and directly.

F. Expose all properties to potential renters by use of listing sheets, web pages, and generic advertising as deemed appropriate by agency.

**From the office of the Maine Attorney General**  
**Additional information is available on their website**

[www.maine.gov/ag/](http://www.maine.gov/ag/)

**§ 14.2. Your Tenant Rights**

Our Maine statutes set forth many specific rights and obligations for persons who rent apartments or homes. You are protected from unfair evictions, unreasonable discrimination, unsafe housing, unreasonable refusals to return your security deposit, and other abuses during your time as a tenant. Of course, tenants must also act within the law and not abuse the legal rights of landlords. This memorandum will attempt to briefly summarize the many rights of tenants. If you feel your landlord is treating you unfairly you should see an attorney about your complaint. Remember that serious violations of these laws might also constitute an unfair trade practice. Pursuant to [5 M.R.S.A. § 213](#) if the tenant successfully sues for damages or for back rent he can also be awarded his attorney fees. See [Chapter 3](#) of this Guide, Unfair Trade Practice.

**§ 14.3. Abuse Of Your Security Deposit**

Landlords are allowed to require their tenants to make an initial "security deposit" payment that will protect them against damage caused by their tenants to the apartment. This security deposit must be returned to the tenant unless the tenant has caused damage to the apartment beyond "normal wear and tear."<sup>1</sup>

Common sense is your best guide as to what is normal wear and tear. For example, the landlord generally cannot use your security deposit for routine cleaning or painting. The landlord may keep all or part of the deposit and use it to pay for damages caused by your carelessness, accidents or neglect. The landlord cannot unjustly refuse to return your deposit. You can sue the landlord in Small Claims Court for the return of a deposit not properly returned to you. Further, Maine has passed additional statutory protections for renters who live in larger apartment buildings (all apartment buildings except buildings with five units or less *and* a live-in landlord.)<sup>2</sup> These rights are as follows:

A. The landlord may not make you pay a security deposit greater than an amount equal to two months rent.<sup>3</sup>

B. The landlord must keep your security deposit in a bank account separate from his other funds and protected in case of bankruptcy, foreclosure or sale of the building. (He does *not* have to pay you interest on it.) If the landlord sells the building then the landlord must either transfer the security deposit account to the new owner or return the deposits to the tenants.<sup>4</sup>

C. The landlord is required to return your security deposit or provide a written statement of the reasons for keeping the deposit. If you are a tenant at will, this must be done within 21 days after you have turned the apartment over to the landlord. If you have a written lease, the landlord must return your deposit within the time stated in your lease; but, in no event, can this period exceed 30 days. Remember, a landlord may keep all or part of your security deposit for non-payment of rent or utility charges or the cost of disposing of unclaimed property.<sup>5</sup>

D. If the landlord fails to return your security deposit or refuses to supply you with a written statement as to why your money is being held, he or she gives up all legal rights to withhold any part of it.<sup>6</sup>

E. To get your money returned you should notify the landlord by *certified mail* that you intend to bring a legal action after seven days. The landlord must return the whole deposit within the seven days in order to avoid a lawsuit.<sup>7</sup>

F. If the landlord willfully refuses to return the deposit *and* fails to provide the required itemized explanation, then the landlord can be held liable for double damages, reasonable attorney fees and court costs.<sup>8</sup>

**§ 14.4. Tenants Cannot Be Unfairly Discriminated Against**

Federal and state laws prohibit unfair discrimination or harassment. In Maine, special court procedures are provided for enforcement of these laws. See [5 M.R.S.A. § 4613](#). For example, any discrimination against children is *generally* prohibited. It is unlawful to ask if someone has children or to have special rules, which apply only to children. There are four exceptions to this rule. Landlords can limit the number of occupants:

A. In a building of two units, one of which is occupied by the owner;

B. In retirement communities and senior citizen housing in which 80% of the units are occupied by people 55 and older;

C. In the rental of four or fewer rooms of a house occupied by the owner; and

D. In non-commercial rental of housing by religious groups.

Landlords may restrict the *number* of occupants based upon the *size* of the apartment, but Landlords may not refuse to show or rent a unit, or impose different terms of conditions on the basis of race, color, sex, physical or mental handicap, religion, ancestry, national origin, familial status, or because of the receipt of any kind of public assistance. Landlords must accept general assistance vouchers for rent.<sup>9</sup>

Landlords may not refuse occupancy because the tenant requires the assistance of a seeing eye or a hearing ear dog unless the building consists of two units one of which is occupied by the owner.

For further information or to make a complaint of unfair discrimination, contact the Maine Human Rights Commission, 51 State House Station, Augusta, ME 04333-0051 (207-624-6050) or the Maine State Housing Authority (1-800-452-4668).

#### **§ 14.5. Tenants Are Protected By A Warranty Of Habitability A. How To Complain**

By law, all landlords in the State of Maine promise that all rented dwelling units are fit for human habitation—that is, they are reasonably safe and decent places to live. This is the Maine Warranty of Habitability.<sup>10</sup> If there is a condition in your rented apartment, trailer or house which makes it unfit or unsafe to live in, you can force your landlord to fix the problem by taking him or her to court. For you to win your case in court, each of the following requirements must be followed exactly:

(1) The condition complained of must be a serious one; it must be one that makes your house unsafe or unhealthy; *e.g.*, broken windows, toilet malfunctions, rotting stairs, electrical hazards, oil burner problems, leaks in ceiling, hazardous lead based paint.<sup>11</sup>

(2) The condition must not be one which was caused by you or your family.<sup>12</sup>

(3) You must have given your landlord reasonably prompt *written* notice of the problem and also have allowed a reasonable time for the problem to be fixed. Keep a copy of the notice for yourself.<sup>13</sup>

(4) You must be fully up-to-date in your rent payments at the time you give the landlord written notice.

(5) If your landlord does not repair the unsafe or unhealthy condition within a reasonable time after the written notice, you should talk to an attorney about going to court. The judge may order that your rent be lowered, that you receive a partial rent rebate, or that your landlord fix the dwelling. *Warning:* the law states that you can sign away your right to complain about certain conditions. For example, if it is specifically stated in the written lease agreement, you can negotiate a lower rent in return for the landlord not supplying you with heat.<sup>14</sup>

(6) The landlord *cannot* increase your rent if your rental unit violates this implied warranty of habitability.<sup>15</sup>

If a landlord fails to maintain your rental unit in compliance with this warranty of habitability, and the reasonable cost of repairing the unit is less than \$250 or an amount equal to one-half of your monthly rent, whichever is greater, you can notify the landlord in writing of your intention to correct the condition at the landlord's expense. If the landlord fails to comply within fourteen days after being notified, *or as promptly as conditions require in case of emergency*, the tenant may make the repair himself. After submitting to the landlord an itemized statement of your expenses in making the repair, you may deduct from your rent the reasonable cost of your repairs.<sup>16</sup>

For example, you can hire a licensed oil burner repairperson to come in and fix the oil burner if your apartment is without heat. This statute can also be applied to the cost of buying oil if the landlord has allowed the oil to run out. This right to repair and then deduct the cost from the rent you owe does not apply if your apartment is in a building of five or less dwelling units, one of which is occupied by the landlord. You should be sure to review the tenant requirements in [14 M.R.S.A. § 6026](#), Dangerous Conditions Requiring Minor Repairs before withholding rent and making your own repairs.

In January 1998, Maine suffered the effects of a massive ice storm. If under similar conditions your apartment loses electricity for several days, should you still pay a full month's rent? Depending on the facts, the answer could well be no. If after the first few days your electricity was not restored and the landlord had still not remedied the situation (*e.g.*, purchased a generator or provided you with portable lights, a heater, a stove), the landlord could have violated your warranty of habitability. If so, you should consider negotiating a reasonable reduction in that month's rent. Since a portion of the rent usually goes to the cost of utilities, tenants should not be forced to pay for what they did not receive.

## ***B. Additional Rights***

While not stated in any statute, the tenant might have additional "common law" rights. For example, if the cost of repairing a health hazard is more than \$250 or one half of one month's rent, you may be able to claim the remainder in Small Claims Court, after deducting from your rent the amount allowed by statute. Or a landlord may also be liable for injuries caused by defective or dangerous conditions.<sup>17</sup>

State law requires landlords to have heating systems that are at least able to maintain a 68°F temperature in cold weather. Landlords must also keep the heat at a reasonably healthy level<sup>18</sup> (although it can be argued that this might be below 68°F in some circumstances).

You should report any defects in your dwelling which you think violate housing or building codes to your town or city clerk or code enforcement officer. If your housing problems are not being solved locally, contact your Local Health Officer. State law ([22 M.R.S.A. § 451](#)) requires all municipalities to appoint a Local Health Officer for a 3-year term. The Local Health Officer must assist in the reporting, prevention and suppression of diseases and conditions dangerous to health, and in addition, must receive and evaluate complaints made by any of the inhabitants concerning nuisances posing a potential public health threat within the limits of the Health Officer's jurisdiction.

Should you not achieve satisfactory results, you should contact your Selectman or Councilman to request assistance. Currently there are few specific laws dealing with remedying many landlord-tenant issues such as mold, indoor air complaints, poor water quality, and sewage disposal problems. Should your concern remain unresolved, you should contact the Division of Health Engineering located within the Bureau of Health in Augusta or call 207-287-5338. Serious health related problems in your apartment might constitute a breach of your Warranty of Habitability. *See* [§ 14.5](#).

### **Other information at the Maine Attorney General website include:**

#### ***C. Lead And Other Hidden Defects (see attached information)***

**§ 14.6. Right To Hearing Before Eviction - § 14.7. Forcible Or Retaliatory Evictions Are Illegal**

**§ 14.8. Notice Of Rent Increase Must Be Given - § 14.9. Rent Increase Limits**

**§ 14.10. Abandoned Property - § 14.11. Landlord's Access To Your Dwelling**

**§ 14.12. Electric Metering In Common Areas - § 14.13. Leaving Early: When A Tenant Breaks The Lease**

**§ 14.14. When The Landlord Sells A Building - § 14.15. Unfair Rental Contracts**

**§ 14.16. Selected Statutes - § 14.17. Seeking Help**

**§ 14.18. Notice of Violation Of The Warranty Of Habitability Act**

## **Maine's Bedbug Law**

The new laws amend the "bedbug" laws that went into effect on July 11, 2010. 14 M.R.S.A. §6021-A. The new bedbug law is comprehensive and imposes ongoing communication and cooperation between landlords and tenants in addressing Maine's bedbug problem. It sets forth responsive action upon both parties in the event of an infestation.

### **Duties of Landlord**

The law requires the landlord to physically inspect the premises within 5 days of being notified of a possible bedbug infestation. If bedbugs are confirmed, the landlord then has 10 days to contact a pest control agent who carries a liability insurance policy. The landlord must then "take reasonable measures to effectively identify and treat the bedbug infestation." 14 M.R.S.A. §6021-A(2)(D). The law also requires landlords to disclose bedbug infestation and treatment to potential tenants of adjacent units and prohibits a landlord from renting units that he knows or should know has bedbugs or is being treated for bedbugs. If a current or potential tenant inquires, a landlord must disclose the last date when the unit was "inspected for a bedbug infestation and found to be free of a bedbug infestation." 14 M.R.S.A. §6021-A(2)(D).

The law also mandates that “a landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures,” including providing “financial assistance to the tenant to prepare the unit for bedbug treatment.” 14 M.R.S.A. §6021-A(2)(F). The law does not define the scope of assistance required, or the extent to which financial assistance must be offered, although the amendments discussed below provide some clarification. In addition, the law provides that the landlord “may charge the tenant a reasonable amount for any such assistance,” subject to a “reasonable repayment schedule.” 14 M.R.S.A. §6021-A(2)(F).

If a landlord fails to comply with the requirements of this law, there is a presumption of a violation of the warranty of habitability. Further, the landlord may be “liable for a penalty of \$250.00, or actual damages, whichever is greater, plus reasonable attorney’s fees.” 14 M.R.S.A. §6021-A(4)(D).

### **Duties of Tenants**

The law requires a tenant to notify the landlord if bedbugs are suspected, and mandates the cooperation of tenants in addressing the bedbug problem. If the landlord gives reasonable notice to the tenant about his need to inspect for bedbugs, the tenant must allow access to the landlord or his agents for this purpose. “Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.” 14 M.R.S.A. §6025. A tenant’s obligation to provide access for inspection may extend to the tenant’s personal belongings, if the pest control agent reasonably believes such inspection is necessary.

If a tenant fails to comply and cooperate with the landlord or his agents, a landlord may seek a protective order, under which the court could:

- “(1) Grant[ ] the landlord access to the premises for the purposes set forth in this section;
- (2) Grant[ ] the landlord the right to engage in bedbug control measures; and
- (3) Requir[e] the tenant to comply with specified bedbug control measures or assess[ ] the tenant with costs and damages related to the tenant’s noncompliance.”

Following 24 hours after service upon the tenant of the court order, the landlord may enter the premise and take remedial action.

In short, tenants must comply with any “reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord and the pest control agent.” 14 M.R.S.A §6021-A(3)(C). If the tenant unreasonably fails to be cooperative with respect to pest control treatment, the law gives the landlord the right to step in, get the work done, and then hold the uncooperative tenant financially responsible for the cost “arising from the tenant’s failure to comply.” 14 M.R.S.A. §6021-A(3)(C).

The new law does not require any specific type of treatment. It simply states that it be effective to eliminate and control bedbugs. It does not address what happens if the tenant disagrees with the type of treatment the landlord uses (e.g., chemical, non-chemical, organic, or pet safe, etc.), or whether a tenant’s disagreement about treatment methods could constitute an unreasonable failure to comply.

### **2011 Amendments to the July 2010 Bedbug Law**

Perhaps the most undefined aspect of the 2010 bedbug law is its requirement that landlords must offer to make reasonable assistance, including financial assistance, to tenants who are unable to comply with their responsibilities under this law. Although the 2010 law did not define the extent to which landlords must offer assistance, the 2011 amendments make it clear that providing financial assistance to the tenant for purposes of vacating to allow for bedbug treatment does not require the landlord to provide lodging or to “pay to replace a tenant’s personal belongings.” This section is still vague, however, in that it merely identifies certain things that would *not* be required without saying what assistance *would* be required.

**L.S. ROBINSON CO. REAL ESTATE  
P.O. BOX 1480 337 MAIN STREET  
SOUTHWEST HARBOR ME 04679  
Telephone 207 244-5563**

**LEASE**

**THIS INDENTURE** made on Wednesday, October 04, 2017

**WITNESSETH that:** OWNERS NAME & ADDRESS (hereinafter called the Lessor), do hereby lease, demise, and let unto \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the Lessee), the following described parcel of land, with the buildings thereon, known as PROPERTY NAME & ADDRESS

**TO HOLD** for the period from: \_\_\_\_\_ - \_\_\_\_\_ in the amount of \$ \_\_\_\_\_. The parties herto agree that rental payments shall be made to LSROBINSON or LESSOR in #OF PAYMENTS, of \$ \_\_\_\_\_ due and payable in the DAY of each month.

The parties further covenant and agree that:

1. The Lessee will not re-let nor sublet the whole or any part of said premises, nor assign this Lease, nor use, nor permit any part of the premises to be used for any other purpose than a residential property without the written consent of the Lessor or Agent under penalty of forfeiture of this lease.
2. The Lessor or Agent may enter into and upon the premises at reasonable hours of the daytime to examine the same, show, or to make such repairs or alterations therein as necessary for the preservation thereof, after proper notification of this intent to Lessees.
3. The Lessee, at the expiration of said term will yield up the peaceable possession thereof to the Lessor or their Agent. Lessee to leave premises in clean and orderly fashion at termination of Lease period, to the reasonable satisfaction of the Lessor or Agent.
4. The Lessee agrees that during the term of this Lease they will observe and conform to all Town Ordinances and Regulations regarding fire hazards and outdoor fires and specifically that they will not kindle nor permit any outdoor rubbish fires on the premises.
5. The Lessor warrant that the plumbing, heating, lighting systems, stove and refrigerator are in good working condition, and cost of repairs to any of these items will be borne by the Lessor, providing that such necessary repairs are not the fault of nor caused by negligence of the Lessee, in which event such cost of repairs will be borne by the Lessee.
6. If premises should be destroyed or become uninhabitable prior to Lessee taking possession, any and all funds already received by Lessor or this Agency are to be returned to Lessee, and commission paid to Agent will be returned to Lessor.
7. Fuel tank(s) are full upon arrival and are to be filled on departure at Lessee expense, unless included in the rent. Chimneys with woodstoves are cleaned upon arrival, if used, are to be cleaned each year and upon departure at Lessee expense. Electric power is to be transferred, NOT terminated at departure.
8. The Lessee will keep the said premises in as good repair as the same are at the beginning of this Lease (wear and tear arising from a reasonable use of the same, and damage by the elements occurring without any fault or neglect of the Lessees excepted). Lessee is responsible for cleaning and/or replacement or repair of household effect and premises that are soiled or damaged through negligence, carelessness, accident or abuse. The Lessee specifically agrees to replace any glass broken during the term of this lease, said glass now being whole, if breakage due to fault of Lessee. Lessee shall not alter the leased premises in any way, including: painting, plastering, wallpapering, etc., without the prior written consent of the Lessor.
9. Lessee shall refrain from and prevent operation of radios, stereos, broadcast programs, television, record/tape/CD players, and musical instruments at an unreasonable volume in order to maintain and preserve the rights of adjoining tenants, property owners and neighbors. Lessee shall also refrain from emitting or allowing being emitted any unreasonable loud noise caused by Lessee and/or guests thereof.
10. There are PETS housed or domiciled on these premises.
11. This is a Non-Smoking property, any smoking shall be done outside and all smoking related refuse properly disposed.

12. Should the Lease be extended, with the consent of the Lessor, the Lessee could remain in possession of the premises after the natural expiration of the lease for an agreed to period, subject to all terms and conditions hereof.
13. Additions and exceptions to the foregoing:
- A) Need for repair/maintenance and/or emergencies should be reported to LSROBINSON/LESSOR PHONE #
  - B) Occupancy is limited to \_\_\_\_\_ persons.
  - C) Outside ground maintenance (lawn cutting, raking, etc.) are the responsibility of the LESSOR/LESSEE.
  - D) Lessee agrees to be responsible for paying the following utilities: UTILITIES and any others not included in the rent.
  - E) Lessor agrees the cost of the following utilities are included in the rent: UTILITIES.
14. Payment schedule:
- A deposit of \$ \_\_\_\_\_ is due with the signing of lease. This shall be the first month's rent, and is non-refundable except as stipulated in items 6 and 15
- A security/cleaning deposit of \$ \_\_\_\_\_, is due before taking possession. The deposit will be held by LSROBINSON/LESSOR in a designated account. The security deposit can not be used as last months rent.
- Rent payments are due and payable on or before the DAY of each month. If rent is not paid with in 15 days following the due date, Lessee shall be charged a late fee of 4% of the monthly rent, in addition to the rent.
15. The Lessee hereby agrees that after making the initial payment upon the signing of this Lease Contract, should it become impossible for Lessee to occupy the premises, due to unforeseen circumstances, and no fault of the Lessor, the amount paid shall be retained by the Lessors as liquidated damages. The Lessee shall be responsible to pay for the balance due for the entire Lease period. Upon notification of default to this Agency the Lessors, this Agency and any other brokerage agencies associated with the property will actively pursue re-leasing and sub-leasing the premises, and any monies, received through re-leasing or subleasing will be returned to the initial Lessee, but subject to and no more than the original Lease amounts paid under the payment schedule. Less will also be responsible for any agency fees, Lessor fee, court cost, and attorney fees, pertaining to all agreements in the lease.
16. Failure to comply with any provision of this agreement is a breach of lease. Lessor shall notify in writing any breach of lease and if the Lessee within ten (10) days thereafter has not cured such breach, then the Lessor may immediately terminate this lease agreement, and the Lessee's rights hereunder shall end.
17. The Lessor hereby recognize L. S. Robinson Co. as the procuring Agent and agree to pay the Agency's commission of \_\_\_\_\_.
18. **All the covenants and agreements herein contained shall be for the benefit of, and shall apply to and bind the said parties hereto, their respective heirs, executors, administrators, successors, and assigns.**

LESSEE

LESSOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# L.S. Robinson Real Estate & Vacation Rentals *Established 1932*



## SECURITY DEPOSIT

Receipt is hereby acknowledged that the sum of \$ \_\_\_\_\_ to act as a Security Deposit on \_\_\_\_\_  
on conditions as set forth below was received from \_\_\_\_\_

The above amount shall be returned within 30 days of termination of occupancy on the following conditions:

1. **The Security Deposit can not be used as last month's rent.**
2. The full term of the lease has passed or if allowed in the lease, or as a tenant at will, proper notice of intent to vacate was given.
3. There is no damage to the unit other than normal wear and tear. All litter and rubbish has been removed.
4. The bathrooms have been thoroughly cleaned including tub, toilet, sink, floor, walls and mirror.
5. The refrigerator/freezer has been defrosted and cleaned, unplugged and the refrigerator door left open. The kitchen range has been thoroughly cleaned, including oven and under drip pans.
6. The entire unit has been cleaned including bathroom, kitchen, kitchen cabinets, appliances, closets, all floors, carpeting, inside of windows, walls, etc.
7. There are no holes in the walls, large scratches, glue-on picture hangers and contact paper used other than on shelves.
8. Storage space has been cleaned of all material.
9. There are no late charges and all rents due have been paid.
10. All unit keys have been returned.
11. A forwarding address has been provided to the agency.

I fully understand that any damages witnessed at the beginning of this lease have been listed on the reverse side and that all others found at termination will be the fault of the Lessees, unless caused by an Act of God.

I fully understand that if I have not complied with the provisions as stated in the Security Deposit agreement, any charges for cleaning, damage or repair will be deducted from the Security Deposit and I will receive an accounting of the charges if only a partial refund is made. If claims are going to be made I will be notified within 30 days with an estimate. I further understand that I shall be held responsible for payment in full for the repair of all damages over and above the amount of the Security Deposit.

By \_\_\_\_\_  
Agent Date

By \_\_\_\_\_  
Lessee Date

By \_\_\_\_\_  
Lessee Date

New Mailing Address (Street Address/PO Box, City, State, Zip Code):

---

New Phone Number: \_\_\_\_\_

*Listed below are all problems, damages or uncleanness discovered by me upon moving into*

PROPERTY ADDRESS:

---

Lessee

Date

**L.S.Robinson Real Estate, 337 Main St, PO Box 1480, Southwest Harbor ME 04679.  
Info@LSRobinson.com (207) 244-5563 www.LSRobinson.com**



# L.S. Robinson Real Estate & Vacation Rentals

Established  
1932



## MOVING OUT CHECK LIST

- \_\_\_\_\_ Contact Emera Maine at 1-800-499-6600 to have electricity changed back into the owner's name and address as of the last day of Your lease agreement. **DO NOT HAVE ELECTRICITY DISCONNECTED. YOU WILL BE CHARGED FOR THE RECONNECTION FEE AND RESPONSIBLE FOR ANY DAMAGE.** Tell them L.S. Robinson Co. is the rental agent for the owner and we can be reached at 207-244-5563. Give them your forwarding address for billing.
- \_\_\_\_\_ Contact your Telephone provider to have telephone switched back into the owner's name or disconnected, in accordance with your lease. **IF YOUR LEASE STATES YOU TRANSFER THE SERVICE AND NUMBER BACK TO THE OWNER AND YOU DISCONNECT, YOU WILL BE CHARGED ANY RECONNECTION FEES.**
- \_\_\_\_\_ Contact your long-distance carrier as well.
- \_\_\_\_\_ Contact the fuel company and have the fuel filled on the last day of your lease agreement. Have them call me or present me with the paid bill.
- \_\_\_\_\_ Contact the LP company and have the fuel filled on the last day of your lease. Have them call me or present me with the paid bill.
- \_\_\_\_\_ Contact the water & sewer company and arrange to have the meter read On the last day of the lease agreement. Have them call me or present Me with the paid bill.
- \_\_\_\_\_ Contact the current cable/satellite service provider to have the service switched back into the owner's name or disconnected, according to the lease agreement.
- \_\_\_\_\_ Contact plowing, trash removal, etc any and all other service(s) you have arranged to cancel services. Give them your forwarding address.
- \_\_\_\_\_ Property to be left clean and undamaged. Make sure stove, oven, & refrigerator are clean, floors washed, carpets vacuumed, bathrooms scrubbed, cupboards cleaned, etc. If lawn care is your responsibility make sure it is cut. Any tenant related damages are to be repaired.  
  
If received, a copy of your security deposit agreements is enclosed. If not received, a blank copy is enclosed. Make sure item 1-11 are checked.
- \_\_\_\_\_ If you have pets, please clean the yard.
- \_\_\_\_\_ Call L.S. Robinson at 244-5563 to arrange an inspection of the property. Return the keys, Give us your forwarding address for return of security deposit. Security deposits are mailed within 28 days from the end of the lease agreement, providing there are no claims against it.

**L.S. Robinson Real Estate, 337 Main St, PO Box 1480, Southwest Harbor ME 04679.  
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