



Tel. 512-2180

CAPITAL AREA HOUSING ASSOCIATION

“Landlords Working Together”

Post Office Box 2901 • Augusta, ME 04338-2901

MARCH 2006 - NEWSLETTER

2006 OFFICERS AND BOARD OF DIRECTORS

President

Ernie Clark

fernside@adelphia.net

Vice-President

Devon Dobbins

devon@cmpmaugusta.com

Secretary

Ratna Don

ratnadon44@yahoo.com

Treasurer

Norman R. Veilleux

iprint@adelphia.net

Board of Directors

Ramona Venskus

aan-newcomers@juno.com

Devon Dobbins

devon@cmpmaugusta.com

Louise Hinkley

telhink@prexar.com

Cheryl Dostie

SprMOM005@aol.com

Lewie Manter

(Ex-Officio)

manterprop@midmaine.com

Ratna Don

ratnadon44@yahoo.com

Gerard Bechard, Jr.

CAHA Website

caha4u.org



Front: (left to right) Ratna Don, *Secretary* - Devon Dobbins, *Vice-President*

Ernie Clark, *President* - Norman R. Veilleux, *Treasurer*

Back: Eric Dick, Esq. *Corporation Clerk* - Cheryl Dostie, *Director* - Lewie Manter,

Director - Gerard Bechard, Jr., *Director* - Ramona Venskus, *Director*

Louise Hinkley, *Director*

MARCH 14TH MEETING - 7:00 P.M.

KV Federal Credit Union

316 Northern Avenue - Augusta, Maine

Guest Speaker: Rick Hefferman, Winslow Aluminum

Next Meeting: APRIL 11th - 7:00 p.m. - KV Federal Credit Union

DUES REMINDER

If your 2006 dues are not paid by now, you will no longer be eligible for CAHA benefits.

Contact the Treasurer for a renewal application and remit a check for \$ 55.00

MINUTES OF THE 2006 ANNUAL BANQUET OF THE CAPITAL AREA HOUSING ASSOCIATION (CAHA)
FEBRUARY 14, 2006 AT LE CLUB CALUMET, 334 NORTHERN AVENUE, AUGUSTA, MAINE

President Ernie Clark called the meeting to order at 7:30 p.m. after enjoying a happy hour and buffet. The Treasurer presented the annual report for year ending December 31, 2005.

Motion made and seconded to accept the report as presented. Motion carried.

Election of Board Members and Officers:

The following were presented for Directors in 2006: Devon Dobbins - Ratna Don - Gerard Bechard, Jr.

Motion by: Norman R. Veilleux, Seconded by: Lewie Manter "To elect the slate of directors as presented".

Motion carried. The Board voted to elect Devon Dobbins as Vice-President and Ratna Don as Secretary.

CAHA Website:

Our website continues to change for the better, thanks to Mike Pease (Computer EZ). The feedback from members has been very good. One of the positive link is the Membership Application online. More than a dozen landlords have applied online.

Non-Profit Status:

On January 31, 2006, we received our official notice that we are now exempt from Federal Income Tax under Section 501 (c) (6) of the Internal Revenue Code.

Awards Presentation and Door Prize Drawings:

Cheryl Dostie – Presented with a certificate in recognition of her hard work with and in support of CAHA.

Valerie Lacasse – Presented with certificate for service as Secretary of CAHA for 2004 & 2005.

50/50 Winners: \$125 to Scott Treworgy - \$125 to Jackie Dostie Smith

Door Prize Winners:

Winslow Aluminum Gift Certificate – Harold Booth - **Poulin Propane** Gift Certificate – Tammy Spear

Wallpaper from **Sherwin-Williams** – Germaine Lessard

WebMaine.net Web Hosting Gift Certificate – William Murphy

Aubuchon Hardware - Gift Certificate – Carmen McIver

Paint from **Aubuchon Hardware** & **Central Maine Property Management**

Diana Parks, Leo Montagnio and Emile LaChance

Home Depot Gift Certificates from Central Maine Property Management – Larry Fleury and Herbert Mann

5 - \$5 bills from **Capital Printing** – Richard Butler, Roger Badershall, Fred Couverette, Si Gilbert, "Nanou" Laliberte

Downeast Energy - \$ 100 Gift Certificate – Charlene Brousseau

Many thanks to Peacock Productions for the entertainment and the Calumet Club and staff for the wonderful meal.

Meeting adjourned at 8:55 - Valerie J. Lacasse, Secretary

The President's Message:

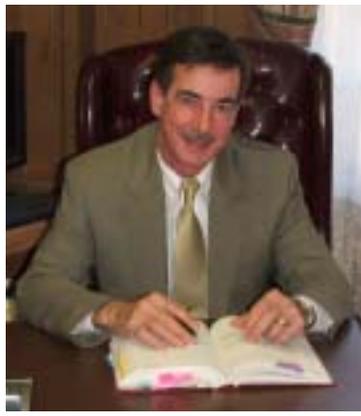
It is time to consider what we will do in the upcoming year as an organization. Education and information for our members is still most important. We are planning to run a column in this newsletter featuring member's questions in "**Ask the Attorney**" Eric Dick is planning to answer the questions in this space. So if you have a question of general landlord interest, please send it to CAHA at the address on this letter or email to me.

There is an upcoming all day seminar for Landlords put on by Shankman & Associates to be held at the Ramada Conference Center in Lewiston on May 5th from 9:00-12:00 and 1:00 - 4:00 pm. Regular price for the Seminar is \$150.00 excluding lunch. CAHA discount price for the members is \$120.00. Each participant will receive a 200+ page manual. If you are interested in attending, contact Ramona Venskus at 622-4312.

We are still looking for ways to better serve our members and increase participation. We encourage you to attend the monthly meetings and become an informed landlord!

FOR YOUR INFORMATION: Augusta District Court, Courtroom 1 - Landlords, please note the court dates for the month of April **ONLY**:

Tues. April 4: (8:30 a.m.) FED/PH am, SCv(pm) • Tues, April 11 - No FED • Tues. April 18: (8:30 a.m.) PH/ FED (am) County ID • Tues, April 25: (8:30 a.m.) FED/SCv(am) SCv (pm)



“ASK THE LAWYER”

QUESTION.....

My tenants signed a one year lease, then stopped paying rent and moved out part way through the term when they bought a house. What can I do?

ANSWER.....

The situation presented involves abandonment of the tenancy and my answer presumes the landlord has not agreed to accept an early termination of the lease. To preserve the landlord's rights, the landlord cannot agree to accept an early surrender of the premises and agree to end the tenants' liability.

First, the landlord should give the tenants prompt written notice under Title 14 §6033 that the entire security deposit is being applied against any physical damage, unpaid rent and costs of re-renting the unit. The landlord may otherwise forfeit the right to keep any part of the deposit and face a counterclaim by the tenants for double the deposit.

The law says that such notice must be given within the time stated in the lease. Depending upon the lease, this may be up to 30 days after the end of the lease term. Technically, the lease continues until the end of the term, or until the unit is re-rented to another tenant, whichever happens first. However, the careful landlord will give the written notice within the time required as measured from the date the tenants abandoned the tenancy. This will avoid any legal argument later that the landlord failed to give timely notice and forfeited the right to keep the security deposit.

Many years ago, the landlord could have simply left the abandoned rental unit vacant throughout the remainder of the lease and the tenant remained fully responsible for all rent, utilities and other expenses allocated to the tenant under the lease in a court action brought against the tenants at the end of the lease term. However, this has not been permitted by state law since 1985.

Now, Title 14 §6010-A requires the landlord to make “reasonable efforts” to re-rent the rental unit to minimize losses, but the landlord can still recover from the former tenants unpaid net rent, cost of advertising and other expenses incurred, despite re-renting the premises on behalf of the prior tenant.

“Reasonable efforts” to re-rent the premises are the same steps the landlord would follow if the tenant left at the end of the lease. Typically, this would involve steps to clean the unit, make repairs and to advertise and show the premises in accord with local rental practices. Importantly, if the landlord has more than one vacant unit available, the landlord does not have to give preference to rent the unit that was abandoned by the prior tenants, and may rent another available unit instead.

While the landlord cannot consent to early termination and an early surrender of the premises, the law permits the landlord to take certain acts which will not impair the landlord's right to recover from the former tenants, including:

1. The landlord can take possession of the rental unit to clean and inspect the unit, make repairs and show the unit to prospective tenants;
2. The landlord can re-rent the premises (or a part thereof) to new tenants under a new lease without providing notice to the prior tenants;
3. The landlord can use the premises himself for up to 12 months so long as the landlord gives proper notice to the tenant that he is doing so, and credits the tenant with a reasonable value of such use which is usually equivalent to the monthly rental due from the tenant; and
4. Any other actions which minimize the accrual of unpaid rent or other damages payable by the former tenant.

Once the unit has been re-rented, or the lease term with the former tenants has expired without being re-rented, the landlord can then determine his loss and bring a civil action against the tenants to obtain a judgment (or a small claim action if the total sum due does not exceed \$4,500).

The landlord's judgment against the prior tenants should be equal to the amount of unpaid rent and other expenses allocated to the tenants under the lease, as well as expenses incurred to list and advertise the unit and in attempting to re-rent the unit, less a credit to the tenant for the rent received from a replacement tenant for the remainder of the initial lease, and for the value of the landlord's personal use of the unit, if any.

The landlord's rights under §6010-A are available when a tenant abandons a tenancy before the end of the lease term, or when the tenant has been evicted by the landlord due to the tenant's default under the lease before the end of the lease term.

In any court action against the prior tenants, the landlord's small claim or civil complaint must allege, and the landlord must prove, that the landlord has made the effort to comply with §6010-A. In a contested case where the tenant challenges the sum claimed owed, the tenant has to prove that the landlord's actions in attempting to re-rent the unit were not reasonable. The tenant must also prove the amount that the tenant claims could have been obtained by the landlord's reasonable efforts to re-rent the unit.

<p>CERTA PROPAINTERS * Painting (Exterior & Interior) * Pressure Washing * Plaster / Drywall repair Andy Mann - 622-6065 10% off for CAHA Members</p>	<p>Aubuchon Hardware 623-9844 20% off Glidden Paint - 10% off all other regular price items Aaron Seldmus</p>	<p>SHOP FROM HOME FLOORING 626-3100 10% off any regular price Sales & Installations Sam MacMadden</p>	<p>Sherwin Williams 622-6818 Paint, Wallcovering and Accessories 10-20% off all products Aaron Smith</p>
<p>Central Maine Wall to Wall 582-1526 - email: info@cleaningmainescarpets.com Carpet and upholstery cleaning Rick Bonenfant</p>	<p>Hammond Lumber Co. 495-3303 Full Service Lumber & Building Materials 10% off Retail and Free Delivery Dale Tobey</p>	<p>Major Appliance 622-5859 Free Delivery Farmingdale, Maine Ken Martin</p>	<p>Steve's Appliance Service & Sales, Inc. 621-0520 - Fax:547-4083 Heaters - Mattresses New & used appliance sales / service</p>
<p>Farris, Foley & Dick, P.A. Eric Dick, Esq. 88 Winthrop Street, Augusta LEGAL SERVICES • 622-5872 \$ 25.00 off standard hourly rate on landlord/tenant matters</p>	<p>DOWNEAST ENERGY. Oil • Propane Equipment Sales & Service 191 Water Street - Hallowell 622-7521</p>	<p>Central Maine Property Management Property Mgmt - Maintenance Lawn care - Bookkeeping - Snow removal 20% discount to CAHA members Devon L. Dobbins • 622-7691</p>	<p>D.R. Struck Landscape Nursery 395-4112 15% discount on your purchase Robin Struck</p>
<p>Rick's Downeast Building & Property Maintenance 923-4054 & 623-7535 10% discount on property maintenance excluding the new Depo-section. Ricky Bradstreet</p>	<p>SEARS • Appliance packages • Maintenance Equipment packages Discounts based on brand SGM Tess Zardus or ASM Peter Sullivan 621-2088</p>	<p>Moody & Company Office Supplies, Inc. 622-6616 25% off list and Free Delivery</p>	<p>TC & Company Cellular: 242-8499 or Phone: 621-8090 Handyman jobs at a 10% discount No jobs too small Tim Dennett</p>
<p>POULIN PROPANE Propane Appliance Installation & Service Edward Poulin 441-1574 Discount on Labor</p>	<p>Kents Hill Lumber Company 685-3510 1-800-660-2027</p>	<p>O&P Glass (the clear choice) 622-3652 Fax: 622-3268 Auto, residential commercial, stained glass</p>	<p>Winslow Aluminum 873-0412 • 1-800-924-0412 Windows, Doors, Siding, etc. 35% off Replacement Windows Rick Heffernan Sales Representative</p>
<p>Big Daddy's Handyman Service Painting & Lawn maintenance Apartment clean-ups - Odd jobs big or small Discounted rates for CAHA members Sean Fritz 441-2490 93 Green Street - Augusta, ME</p>	<p>R&R Property Management Rob Jordan (207) 485-1237 Tenant Relations - Handyman service Landscaping & Odd Jobs Discount on Labor for CAHA members</p>	<p>AUGUSTA AREA NEWCOMERS & Relocation Services by ramona "Upscale Rentals" Phone/Fax 622-4312 - Cell: 446-4312 email: aan-newcomers@juno.com www.aan-newcomers.com</p>	<p>Dave Labbe Plumbing 622-2566 DISCOUNT ON LABOR</p>

ADDRESS SERVICE REQUESTED

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Augusta, ME 04338-2901