

§6025. Access to premises

1. Tenant obligations. A tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A tenant may not change the lock to the dwelling unit without giving notice to the landlord and giving the landlord a duplicate key within 48 hours of the change. A victim may change the locks to the unit at the victim's expense. If the victim changes the locks to the unit, the victim shall provide the landlord with a duplicate key within 72 hours of changing the locks. For the purposes of this subsection, "victim" has the same meaning as in section 6000, subsection 4.

[PL 2015, c. 293, §11 (AMD).]

2. Landlord obligations. Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of the landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. An emergency when the welfare of an animal is at risk as described in section 6025-A is grounds for permitting entry without 24 hours' notice.

[PL 2023, c. 336, §2 (AMD).]

3. Remedy. If a landlord makes an entry in violation of this section, makes a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful that have the effect of harassing the tenant, the tenant may recover actual damages or \$100, whichever is greater, and obtain injunctive relief to prevent recurrence of the conduct, and if the tenant obtains a judgment after a contested hearing, reasonable attorney's fees.

If a tenant changes the lock and does not provide the landlord with a duplicate key, in the case of emergency the landlord may gain admission through whatever reasonable means necessary and charge the tenant reasonable costs for any resulting damage. If a tenant changes the lock and refuses to provide the landlord with a duplicate key, the landlord may terminate the tenancy with a 7-day notice.

[PL 1999, c. 204, §1 (AMD).]

4. Waiver. Any agreement by a tenant to waive any of the rights or benefits provided by this section is against public policy and is void.

[PL 1981, c. 428, §10 (NEW).]

SECTION HISTORY

PL 1981, c. 428, §10 (NEW). PL 1999, c. 204, §1 (AMD). PL 2015, c. 293, §11 (AMD). PL 2023, c. 336, §2 (AMD).

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