

STATE OF MAINE

KENNEBEC, SS.

SUPERIOR COURT

In Re)

Androscoggin Village Associates)

Assurance of

Discontinuance

Pursuant to the provisions of Title 5 M.R.S.A. §§206 et seq., Joseph E. Brennan, Attorney General of the State of Maine, caused an investigation to be made into the method and manner of returning security deposits to former tenants of Androscoggin Village Associates, a Massachusetts partnership having its principal place of business at 1616 Soldiers Field Road, Brighton, Massachusetts and owning an apartment complex, named Androscoggin Village, located on Northern Avenue, Auburn, Maine.

Whereas Androscoggin Village Associates has retained "security deposits", as defined by 14 M.R.S.A. §6031 (2), from incoming tenants for a term of years; and

Whereas, several such security deposits were not returned to the respective former tenants, upon termination of their tenancies, within thirty (30) days of such terminations, pursuant to 14 M.R.S.A. §6033 (2); and

Whereas said security deposits were duly owed by Androscoggin Village Associates to said former tenants, pursuant to the common law and 14 M.R.S.A. §§6031 et seq.; and

Whereas the Attorney General has questioned the above acts or practices as not being in accordance with the requirements of 5 M.R.S.A. §207;

Androscoggin Village Associates, these matters having been brought to its attention, hereby advises the Attorney General that it has taken steps to insure that all security deposits currently owing have been paid and that, in the future, its practices will be in accordance with 14 M.R.S.A. §§6031 et seq. and 5 M.R.S.A. §207.

Androscoggin Village Associates further assures the Attorney General that copies of all written statements itemizing the reasons for the retention of any security deposit or any portions of it shall be retained by it for a period of no less than six years and thirty days from the date of termination of each tenancy.

It is understood that this Assurance is for settlement purposes only and does not constitute an admission by Androscoggin Village Associates that the aforesaid questioned practices are unlawful or fail to meet the requirements of 14 M.R.S.A. §§6031 et seq. and/or 5 M.R.S.A. §207.


It is further understood that this Assurance does not in any way bind or obligate the Attorney General as to his action in the instant matter.


It is also further understood that Androscoggin Village Associates will pay the Attorney General one hundred (\$100.00) dollars for costs of this investigation in accordance with 5 M.R.S.A. §210.

Dated: 10/19/78

JOSEPH E. BRENNAN
ATTORNEY GENERAL
STATE OF MAINE

ANDROSCOGGIN VILLAGE
ASSOCIATES

BY: 
STANLEY GREENBERG
ASSISTANT ATTORNEY GENERAL
CONSUMER & ANTITRUST DIVISION


JOHN B. BELIVEAU
Marshall, Raymond, Beliveau,
Dionne, & Bonneau
Attorney for Respondent