

IN THE MATTER OF:

James Ernst;
Sherwood Properties, LLC;
9 Winslow LLC;
12 Gilman Street, LLC;
48 Alfred Street 78 South Street LLC;
76 High Street, LLC;
80 Brown Street, LLC;
178 Brown Street, LLC;
180 Main Street, LLC;
493-497 Cumberland Avenue, LLC;
505 Washington Ave LLC;
529 Main Street, LLC;
861 Congress, LLC; and
901 Main Street, LLC.

ASSURANCE OF
DISCONTINUANCE
5 M.R.S.A. § 210

This Assurance of Discontinuance is entered into by Maine Attorney General Aaron M. Frey (“Attorney General”) and the individual and entities identified in the caption above (“Respondents”) pursuant to 5 M.R.S.A. § 210.

STATEMENT OF FACTS

1. Respondents own and/or operate rental properties in southern Maine.

Respondents’ rental properties, listed by location and owner, include the following:

LOCATION	OWNER
4 River Street, Westbrook	James Ernst
9 Winslow Street, Westbrook	9 Winslow, LLC
12 Gilman Street, Portland	12 Gilman Street, LLC
78 Washington Ave, Portland	Sherwood Properties, LLC
48 Alfred Street, Biddeford	48 Alfred Street 78 South Street LLC
76 High Street, Biddeford	76 High Street LLC
78 South Street, Biddeford	48 Alfred Street 78 South Street LLC
80 Brown Street, Westbrook	80 Brown Street, LLC
178 Brown Street, Westbrook	178 Brown Street, LLC
180 Main Street, Gorham	180 Main Street, LLC
192 Grant Street, Portland	861 Congress, LLC
295 Brown Street, Westbrook	James Ernst
493 Cumberland Ave, Portland	493-497 Cumberland Avenue, LLC
497 Cumberland Ave, Portland	493-497 Cumberland Avenue, LLC

505 Washington Ave, Portland
529 Main Street, Westbrook
861 Congress Street, Portland
901 Main Street, Westbrook

505 Washington Ave, LLC
529 Main Street, LLC
861 Congress, LLC
901 Main Street, LLC

2. In November 2021, the Maine Attorney General initiated an investigation of Respondents pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A –211 (“UTPA”).

3. Based on his investigation, the Attorney General alleges that Respondents had engaged in the following acts or practices in their rental property business:

- (a) Treating and assessing non-rent charges and fees as rent;
- (b) Charging tenants for the cost of abating pests that were present prior to the tenants’ occupancy or that are otherwise not caused by tenants, and failing to disclose their presence to tenants prior to their occupancy; and
- (c) Requiring tenants to waive their rights under the abandoned property statute (14 M.R.S.A. § 6013) at a time other than after or upon vacating Respondents’ properties.

4. The Attorney General has alleged that the acts or practices described in paragraph 3(a), (b), and (c) are unfair or deceptive acts or practices in the conduct of trade or commerce in violation of 5 M.R.S.A. § 207 and that he has the authority to commence a civil action against Respondents pursuant to 5 M.R.S.A. § 209.

5. In lieu of commencing a civil action against Respondents under 5 M.R.S.A. § 209 regarding the acts or practices described in paragraph 3(a), (b), and (c), the Attorney General accepts this Assurance of Discontinuance under 5 M.R.S.A. § 210.

ASSURANCES

6. Respondents shall immediately and permanently cease the acts or practices described in paragraph 3(a), (b), and (c) above. With respect to the acts or practices described in paragraph 3(a), Respondents agree that the only item that may be charged to a tenant as rent is the periodic and fixed charge for the use and occupancy of the premises by the tenant, and not any other financial obligations or debts that a tenant may owe to Respondents according to the terms of a lease or rental agreement, for damages to the premises, or for any other claim of financial loss, including but not limited to the charges and fees itemized by Respondents on the addendum to their standard lease entitled "Move out Charges & Fees".

7. Respondents shall not offer or enter into any new lease agreement with a tenant that contains a provision that, if enforced, would violate this Assurance of Discontinuance.

8. With respect to former or current tenants with lease agreements that contain provisions that, if enforced, would violate this Assurance of Discontinuance, Respondents shall not take or threaten to take any action to enforce such provisions. Respondents are not required to amend or enter into new lease agreements with respect to former or current tenants.

9. Within 30 days of the date hereof, Respondents shall notify all tenants of the agreements and obligations in this Assurance of Discontinuance to all current tenants with lease agreements that contain provisions that, if enforced, would violate this Assurance of Discontinuance.

GENERAL PROVISIONS

10. The obligations under this Assurance of Discontinuance apply to Respondents as well as their owners, members, managers, employees, agents, subsidiaries, parents, successors, and any other individual or entity acting on their behalf with respect to any rental property within

the State of Maine, and to any other entity owned, managed, controlled, or operated by any of the Respondents.

11. This Assurance of Discontinuance shall be governed by the laws of the State of Maine. Any references herein to a law shall be deemed to include references to such law as the same may be amended, restated, and/or replaced from time to time, and to any successor law of the same general intent and effect.

12. Nothing in this Assurance of Discontinuance shall be deemed or construed as a waiver of any claim or remedy that a consumer or tenant may have against Respondents.

13. This Assurance of Discontinuance shall be filed with the Superior Court of Kennebec County and the Portland District Court.

14. Each person executing this Assurance of Discontinuance represents that he does so voluntarily and with full authority to execute on behalf of the named party, such that by his execution the named party shall be legally bound to its terms.

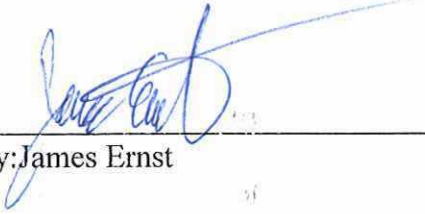
Entered into this 25th day of June, 2024.

AARON M. FREY
Attorney General



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RESPONDENTS:



By: James Ernst