RHODE ISLAND

LANDLORD TENANT HANDBOOK

January, 2024

[DRAFT FOR COMMUNITY REVIEW AND COMMENT]

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1. Introduction and some Definitions

This Handbook has been produced in an effort to provide a general overview of landlord-tenant laws in Rhode Island. Although an effort has been made to be as comprehensive as possible, it does not address every possible situation. The goal was to be short and clear. Readers are strongly encouraged to consult the complete text of each law discussed in this guide for a more complete understanding of a given issue.

It is highly recommended that readers who have an ongoing dispute with their landlord or tenant consult a lawyer. This guide should not be relied on to resolve a dispute.

The following are useful definitions of common terms used throughout the Handbook:

- "Tenant" means a person entitled under a rental agreement to occupy a rental unit to the exclusion of others.

- "Landlord" means the owner of a property that is used for renting out as a rental unit or units to tenants. This term can sometimes include an agent of a landlord, such as a property manager, in circumstances where that agent is acting on behalf of the landlord.

- "Rental agreement" means any agreement, written or oral, that constitutes the terms and conditions concerning the use and occupancy of a rental unit and premises, which also includes any terms required by law (even if they are not expressly stated in the agreement).

    - A "lease" refers to a written document that embodies a rental agreement. This term is sometimes used in conversation to be synonymous with "rental agreement," but many rental agreements are not written down. In this Handbook, "lease" will only be used to refer to a written document containing a rental agreement.

  - "Periodic rental agreement" is a type of rental agreement that automatically renews in the absence of termination by the landlord or tenant. The most common form is a month-to-month tenancy, where rent is paid once per month and renews each month on the same terms in the absence of some action taken to change the terms (e.g., rent increase) or terminate. Periodic tenancies may also be week-to-week or year-to-year, which function the same but have rent due and renew each week or each year, respectively.
  - "Fixed term rental agreement" is a rental agreement that begins and ends on specific dates, with rent due on specified dates or days of the month (most commonly rent is due on the 1st of each month). These types of rental agreements are set out in a written lease.

- "Rental unit" means a building or part of a building that is designed to be used as a residence, home, or sleeping place.

The rules and laws discussed in this handbook apply **ONLY** to rental agreements for the use of rental units within the State of Rhode Island. There are several types of living arrangements excluded from the laws discussed herein. The most important such examples are residences at medical, educational, religious, or geriatric institutions; transient occupancy in hotels or motels; and residence at transitional housing facilities.

2. Federal, State and Local Law

Landlords and Tenants have rights and responsibilities that arise from federal, state, and local law. Federal law applies across the whole country. State law applies only in Rhode Island. Local, or municipal, law applies only in the town or city that enacted the law.

This handbook discusses Rhode Island state law, but there are many relevant federal laws and local ordinances that apply to landlords and tenants. The sections that follow may suggest additional research when federal or local law are likely to apply.

The primary sources of state law include:

- The Residential Landlord and Tenant Act (referred to throughout as the "Landlord-Tenant Act"), Rhode Island General Laws (RI Gen. Laws) Title 34, Chapter 18.
- The Fair Housing Practices Act, RI Gen. Laws Title 34, Chapter 37.
- Lead Hazard Mitigation Act, RI Gen. Laws Title 42, Chapter 128.1.
- Housing Maintenance and Occupancy Code, RI Gen. Laws Title 45, Chapter 24.3.

Many Rhode Islanders reside in places governed by additional federal housing laws. Common examples where additional federal laws apply are Public Housing, Federally Subsidized Housing, or for those who participate in the Housing Choice Voucher program (also known as "Section 8" vouchers). Landlords and tenants who reside in or participate in any of these programs should be aware that there are many rights and responsibilities that apply in addition to the state laws discussed in this handbook. Landlords and tenants should contact the appropriate Public Housing Agency to discuss any questions or concerns.

3. Housing Discrimination

Primary Source of State Law: R.I.G.L. 34-37 - Rhode Island Fair Housing Act

It is unlawful for a landlord to discriminate against a tenant based on certain characteristics. That means that a landlord may not ask about, advertise a preference for, refuse to rent to, or offer different terms and conditions to an applicant for housing or a current tenant because of a person or household member's: race, color, sex, sexual orientation, gender identity, age, ancestral origin, disability, familial status, experience of domestic abuse, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, or status as a servicemember in the armed forces. In plain terms, a landlord cannot treat a person differently based on any of the listed characteristics.

In addition, landlords must work in good faith to make housing accessible to people with disabilities. A landlord may not refuse to make reasonable accommodations in rules, policies, practices, or services if the accommodations are necessary to provide the person an equal opportunity to occupy a dwelling unit. A landlord may not refuse to allow a person with a disability to make reasonable modifications to a rental unit

at the tenant's expense if the modifications are necessary to provide the person an equal opportunity to occupy the rental unit.

Some examples of reasonable *accommodations* are assigning an accessible parking space for a person with a mobility impairment, adjusting a rent payment schedule to accommodate when an individual receives income assistance, or permitting an assistance animal in a "no pets" building for a person who is deaf, blind, has seizures, or has a mental disability.

Some examples of reasonable *modifications* are installation of a ramp into a building, adding a grab bar to a tenant's bathroom, or widening of doorways to accommodate a wheelchair.

If you have questions about or believe you experienced housing discrimination, you should contact the Rhode Island Commission for Human Rights immediately.

Rhode Island Commission for Human Rights
180 Westminster Street, 3rd Floor
Providence, RI 02903
Phone: (401) 222-2661
Fax: (401) 222-2616
TTY (Relay RI): (401) 222-2664

4. Tenant's Responsibilities

Primary Source of Law: § 34-18-24. Tenant to maintain dwelling unit

When a tenant occupies a dwelling unit, the Landlord-Tenant Act specifies that they have certain responsibilities regarding the maintenance of the unit. Those responsibilities are as follows:

- Comply with building and housing health and safety codes;
- Keep the unit clean and safe;
- Dispose of all waste in a clean and safe manner;
- Maintain clean plumbing fixtures;
- Use all appliances and facilities in the manner for which they are intended;
- Refrain from deliberately or negligently damaging or removing any part of the unit;

- Refrain from using, selling, storing, or producing narcotics within the premises;
- Refrain from committing crimes of violence on or near the premises of the dwelling unit.

Tenants who fail to meet these standards may be responsible for paying for damage caused to the unit or be subject to eviction. In addition to the responsibilities assigned to the tenant by law, a landlord and tenant can agree to certain additional or specific responsibilities (for example, how and where to dispose of trash) as part of the rental agreement. Terms of rental agreements are covered in section 6 of this handbook.

Landlord Right to Repair

When a tenant has negligently caused damage to the unit, the landlord has steps to enforce the tenant's responsibility to repair or otherwise correct the breach. In such a case, the landlord may send a written notice providing 20 days in which the tenant may correct the issue on their own, and that if they fail to do so, the landlord may enter the unit and cause the issues to be repaired, in which case the cost will be added on as part of the rent for the next rental due date. If the repair needed is an emergency, no written notice or 20-day period is required, although the landlord must allow the tenant a reasonable chance to repair. If the landlord correctly follows this process, then the tenant's rent may be increased by the repair amount in the next month, and failure to pay that amount may result in the filing of an eviction lawsuit for nonpayment of rent.

5. Landlord's Responsibilities

Primary Sources of Law -
§34-18-20. Disclosure
§ 34-18-22. Landlord to maintain premises
§ 34-18-22.1. Landlord's duty to notify tenant of violation
§ 34-18-22.2. Landlord's duty regarding compliance with zoning and minimum housing laws

5.1. Disclosures and Registration - § 34-18-20; S804aa and H6239A

Landlords or their authorized agents are required to disclose certain information to tenants at the outset of a tenancy. Landlords must provide the name, address, and contact number for any person authorized to manage the rented premises.

Additionally, they must disclose the same information for the owner of the premises or someone who is an authorized agent of the owner for the purpose of receiving service of process and other notices or demands (meaning, the person whom you must notify in the case of a dispute in court). Oftentimes, this person is just the landlord themselves. However, in many cases, rental units are managed by property management companies. Landlords are responsible for ensuring that their tenants have the current and correct contact information for appropriate property managers at all times.

Additionally, the General Assembly has established a statewide "rental registry" administered by the Department of Health, which as of the time of writing is in the process of being implemented. The law requires that, no later than October 1, 2024, all landlords shall register the following information with the Department of Health: name of the individual landlord/business entity responsible for leasing to tenants; an active business address, PO box, or home address; an active email address; an active telephone number "that would reasonably facilitate communications with the tenant of each dwelling unit"; the names of any property managers, management company, or agent for service along with associated email addresses and phone numbers; and finally "[i]nformation necessary to identify each dwelling unit." Additionally, for buildings constructed prior to 1978, landlords must submit a valid certificate of conformance with the Lead Hazard Mitigation Act to the Department of Health. Landlords must re-register by October 1 each year to ensure information is up to date. **Landlords who are not in conformance with this registration requirement may be subject to monthly fines and are not permitted to commence an eviction action for nonpayment of rent.** Landlords must present affirmative evidence to a Court demonstrating their compliance with the registration requirement in order to proceed with a nonpayment eviction suit.

5.2. Landlord to maintain premises § 34-18-22

The law imposes several requirements on landlords regarding maintenance of the rental premises. Landlords must comply with all building and housing codes regarding health and safety; make repairs to keep the premises fit and habitable; keep all common areas clean and safe; maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and any other facilities or appliances supplied or required to be supplied by the landlord; provide a place for the removal of trash; supply running water and a reasonable amount of hot water; provide heating that allows the premises to reach at least 68 degrees between October 1 and May 1 (unless the dwelling unit has heating controlled exclusively by the tenant with a direct

connection to a public utility); and maintain a general liability insurance policy of at least $100,000 for people injured on the premises due to the landlord's negligence (as well as providing proof of such insurance to the tenant).

While the landlord is responsible for maintenance as set forth above, it is possible that a landlord may hire a tenant to make repairs, perform maintenance, or carry out remodeling. Such an agreement must be in writing and supported by adequate consideration, meaning the landlord cannot simply require the tenant to make repairs that the landlord is normally responsible for just so that the tenant can move in or keep living in the unit. Additionally, such an agreement cannot be for repairs necessary to comply with minimum building and housing codes regarding health and safety, and any agreement which purports to alleviate the landlord of a duty to repair defects for other tenants in the building is also invalid. In other words, the landlord remains responsible for the aforementioned duties discussed in this section, but may hire a tenant to make some repairs, provided the agreement is written down and fair.

5.3. Landlord's duty to notify tenant of violation. § 34-18-22.1.

If a landlord has been cited by a minimum housing code enforcement agency ("code enforcement") for violations of minimum housing standards (see section 7), then the landlord must, within 30 days of receiving a notice of violation, either correct such issues or deliver a copy of the notice to all tenants residing in the affected building. Additionally, if there are any outstanding violations at a given property, the landlord must inform any prospective tenants of such violations prior to entering into a rental agreement for a unit at the property.

5.4. Landlord's duty regarding compliance with zoning and minimum housing laws. § 34-18-22.2.

If a landlord alters a property to create a dwelling unit or units, and knows or should know that the units violate minimum housing laws, the landlord will be required to pay moving costs for any tenants that have to move once the violations are discovered. This only applies when a landlord makes alterations to an existing property to make it into an apartment building and in the course of that alteration causes the property to fail to meet minimum housing laws.

6. Creating a Rental Agreement

Applicants for rental housing should inspect the unit before entering a rental agreement. While landlords cannot rent units "as-is," it is better to ensure that an apartment is safe and habitable before moving in rather than trying to sort out any issues legally after the fact. **Note: As of January 1, 2024, a landlord or management company may not charge a tenant a "rental application" fee**. However, they may require a credit check or background check, in which case they are permitted to pass on the cost of obtaining these to a prospective tenant, but may not charge any amount in addition to the actual cost thereof.

A rental agreement may be for a fixed time (example: an agreement to rent for six months, or one year) or for a periodic time (example: an agreement that repeats week-to-week, month-to-month, or year-to-year until terminated by the landlord or tenant).

Rental agreements can be in writing, in which case they are called a lease, but many landlords and tenants make rental agreements without putting anything in writing. A landlord and tenant can form an enforceable rental agreement when rent is exchanged for keys and possession of a rental unit. The agreement can set the amount of rent to be paid, the time and frequency at which the rent is to be paid, the rental period, and other provisions governing the rights and obligations of the parties. The terms of a rental agreement will be enforced by a court unless they are inconsistent with or contrary to controlling laws (see "Prohibited Terms" below).

Sometimes the landlord and tenant disagree about the terms of an unwritten rental agreement or have differing versions of a written agreement. If the landlord and tenant cannot sort out a disagreement regarding a term, the issue may need to be resolved by a court. Unless the landlord and tenant agree otherwise on these matters, then the following "default" rules apply:

- Rent shall be the fair market value of the unit,
- Rent shall be paid at the unit,
- Rent shall be paid at the beginning of the month.
- The term is month-to-month (except for roomers who pay weekly rent, in which case the term is week-to-week)

Prohibited Terms

In any case, a landlord and tenant cannot agree to certain terms in a rental agreement, written or otherwise. A rental agreement cannot state: that a tenant waives their rights under the Landlord-Tenant Act; that a person must confess judgment on a claim regarding the rental agreement (i.e., you cannot give up your right to a trial as part of a rental agreement); that a tenant must pay attorney's fees in connection with a dispute with the landlord besides the instances where the law states that a tenant must pay such attorney's fees; or that the landlord is not liable for violations of the Landlord-Tenant Act.

Additionally, a landlord cannot accept rent for a property while asserting that they are not responsible for maintaining the property. A rental agreement may not permit the receipt of rent free of the obligation to comply with the landlord responsibilities set forth at § 34-18-22(a) of the Landlord-Tenant Act (see section 5.2 for details).

6.1. Renewal of a Rental Agreement

Periodic (e.g., month-to-month) rental agreements automatically renew each rental period until terminated. Month-to-month tenancies are the most common arrangement for renters when there is no fixed time period in a written document. A fixed term rental agreement may be renewed by agreement between the landlord and tenant. When a rental agreement is renewed, the landlord and tenant are free to offer or negotiate new or different terms (e.g., changing a month-to-month agreement to a fixed one-year agreement, changing the rental rate).

Frequently, a rental agreement is renewed by the actions of the parties rather than done explicitly. For example, if a tenant rents a unit for a one-year fixed term period (e.g., July 1st through June 30th of the following year), and the tenant pays their regular rental amount after the term expires and the landlord accepts payment, then a month-to-month rental agreement is created to replace the fixed term period. Unless agreed to by both parties, the substantive terms of the rental agreement will still apply (i.e., house rules, how and when rent is paid, etc.).

6.2. Rent Increases

Primary Source of Law: § 34-18-16.1. Rent increases – Notice requirements

Landlords and tenants can re-negotiate the rent each time they enter a new rental period. When a landlord sends a notice to increase the rent, they are offering to enter a new rental agreement at the new rental amount. A tenant will typically have three options: agree to the new rental rate, negotiate for a lower rent, or decline to pay the rent increase and vacate the unit before the rent increase takes effect.

For fixed term rental agreements, the landlord may not unilaterally impose an increase in the rental rate during that time period, because the parties have agreed to the rental rate for the entire rental period (unless the rental agreement provides for a mechanism by which the landlord may increase the rent during the rental period).

For month-to-month renters, a landlord desiring to unilaterally raise the rent must provide notice of any rental increase more than 30 days prior to the increase taking effect. This means that the notice must be delivered more than 1 month in advance of the effective date. For example, if rent is due on the 1st day of each month, and a landlord wanted a rental increase to be effective for August 1st, the last date on which they could send an effective notice of rental increase would be June 30th. For September 1st, the latest date is July 31st, and so on. A tenant is free to disregard a legally defective notice and continue to pay at the previously agreed-upon rate for the next rental period until a legally effective notice is sent.

Month-to-month renters over the age of 62 are entitled to a 60-day notice period instead of the usual 30-day notice period. Thus, if a landlord wanted to increase rent for their tenant aged 62 effective August 1st, then the latest date they could send an effective rental increase notice is May 31st.

6.3. Rules and Regulations

Primary Source of Law: § 34-18-25. Rules and regulations

A landlord may adopt "rules or regulations" concerning the use and occupancy of the premises that are additional to any terms of a rental agreement. These "ground rules" or "house rules" are enforceable only if they are for a legitimate purpose (limited to the following: promoting tenant convenience or safety, protecting the landlord's property from abusive use, or ensuring the fair distribution of services and facilities amongst tenants), are reasonably related to that purpose, are clear in their requirements or prohibitions, and apply to all tenants at the building/premises equally. Additionally, a landlord cannot use rules and regulations to avoid their responsibilities under the Landlord-Tenant Act (see section 5). All tenants must have

fair notice of these rules and regulations when entering into a rental agreement or at the time they are adopted. Finally, if rules and regulations are adopted after a tenant enters into a rental agreement, such rules may not substantially alter the terms of the rental agreement; if they do, they may not be enforced against the tenant, unless the tenant agrees to their terms in writing.

6.4 Terminating a Periodic Rental Agreement

Primary Source of Law: § 34-18-37. Termination of periodic tenancy

Rental agreements for a *periodic* term renew automatically and do not terminate until the landlord or tenant provides advanced notice of their intent to terminate the agreement. In Rhode Island, periodic rental agreements may be terminated for any reason or no reason at all, excepting that discriminatory or retaliatory terminations are not permitted (for those with "Section 8" vouchers, a landlord may only terminate the tenancy for certain reasons specified by federal law). In order for a landlord or tenant to terminate a periodic rental agreement, there are differing timing requirements depending on the period of the agreement.

Week-to-Week: A landlord or tenant may terminate a week-to-week tenancy by a written notice delivered to the other at least 10 days before the next rental due date. There is a statutory form that landlords must use (or a notice that is substantially similar), found in section 34-18-56(c) of the Landlord-Tenant Act.

Month-to-Month: A landlord or tenant may terminate a month-to-month tenancy by a written notice delivered to the other at least 30 days before the next rental due date. The notice must specify the date of termination, which must be the day after the end of a rental period (e.g., if a rental period is from the first to last day of the month, then the termination date must be the day after the last day of the month).

In practice, this notice must be delivered more than 1 rental period in advance. For example, if a landlord or tenant wanted to terminate a month-to-month lease where rent is due on the 1st of the month by August 1st, then the last date on which to send an

effective notice of termination would be June 30th. For September 1st, July 31st, and so on. A notice purporting to terminate a tenancy that provides less than 30 days' notice, or uses a termination date that is not the day after the last day of a rental period, is not legally effective, and may be disregarded. A landlord must use a statutory form (or a notice that is substantially similar) that can be found in section 34-18-56(c) of the Landlord-Tenant Act.

Year-to-Year: The landlord or tenant may terminate a year-to-year tenancy by written notice delivered to the other at least 3 months before the expiration of the tenancy. Landlords must use a notice that is substantially similar to the form provided in section 34-18-56(c) of the Landlord-Tenant Act. It is important to remember that year-to-year tenancies are rare and are different from written leases which often have a fixed term of 1 year.

6.5. Early Termination of Fixed Term Rental Agreement

Terminating a fixed term rental agreement before the agreed upon termination date is a breach of the contract. If a tenant vacates a unit early and stops paying rent, it is possible they may be responsible for unpaid rent during the period until the landlord is able to rent the unit to a new tenant. Rental agreements will sometimes provide instructions or penalties for early termination. Fixed term rental agreements may only be terminated early unilaterally by a landlord or tenant if the written lease provides that such may be done. However, a landlord and tenant may agree to end a fixed term rental agreement early on terms acceptable to both parties if they so desire.

While those rules apply to fixed term rental agreements generally, there are certain special cases which allow a tenant to end a fixed term agreement early, detailed below.

Terminating a Fixed Term Rental Agreement Early: Special Cases

Primary Source of Law: § 34-18-15(e)-(f). Terms and conditions of rental agreement

Rhode Island law provides tenants who are sixty-five years of age or older and servicemember or servicemember's dependents the right to terminate a fixed term rental agreement early under special circumstances.

Tenants Sixty-Five or Older

A tenant who is 65 years of age or older may terminate a fixed term rental agreement in order to enter a residential care and assisted living facility, a nursing facility, or a unit in a private or public housing complex designated by the federal government as housing for the elderly. Such a tenant may so terminate a lease by delivering a written notice of termination, along with documents showing admission to the relevant type of housing, to the person to whom rent is usually delivered. The date of termination must be at least 45 days from the date the written notice is delivered. If the tenant has paid for any rent past the termination date, this rent must then be returned to the tenant and must be apportioned per day if appropriate.

Servicemember or Servicemember's Dependents

When a unit is occupied by a member of the military or their dependents, then the tenant may terminate a fixed term rental agreement if the servicemember receives orders to change their permanent station or for deployment for more than 90 days. In order to terminate such a lease, the tenant must deliver a notice of termination of the lease to the landlord or their agent, along with a copy of the servicemember's military orders. The lease will be terminated 30 days after the next upcoming rental payment is due if rent is due monthly (e.g., if the notice is delivered on May 25th, and the next rent payment is June 1st, then the lease will terminate on July 1st). If rent is due on any schedule besides once per month, then the lease will terminate on the last day of the month following the month in which the notice is delivered (e.g., if the notice is delivered on May 25th where rent is payable every 3 months, then the lease will terminate on June 30th). If the tenant has paid for any rent past the termination date, this rent must then be returned to the tenant and must be apportioned per day if appropriate.

7. Maintenance and Repairs

Maintenance responsibilities for a rental property are shared between the owner and the occupant. In general, the landlord must provide a rental unit that complies with housing codes, and the tenant is responsible for maintaining some aspects of the

dwelling unit. Many defective conditions result from ordinary wear and tear or tenant housekeeping practices. Landlords and tenants tend to blame one another for the damage and argue about who is responsible for paying for the repairs. If a defect is due to ordinary wear and tear, the landlord is responsible for repairing the issue. If a tenant caused the damage due to negligence or poor housekeeping practices, the tenant is likely responsible for the cost of the repairs.

7.1. Unresolved Maintenance Issues or Lease Violations

Primary source of law: § 34-18-28. Noncompliance by the landlord in general

Maintenance responsibilities are often a source of confusion for landlords and tenants. Both landlords and tenants become frustrated when they believe the other party is failing to responsibly maintain the property or respond to complaints. Maintenance problems become worse when low-income landlords and tenants are unable to afford to make repairs. Outlined below is some general guidance; these should not be taken as specific recommended courses of action, as the best option for a landlord or tenant may be different depending on the particulars of the issue or dispute.

In general, the law provides four different options for tenants when their landlord is not maintaining the property.

These first three options are for repairs that are NOT emergencies: terminate the rental agreement and move; make minor repairs and deduct the cost of repairs, up to $125, from the rent; or seek a court order directing the landlord to repair the issue or issues. The final option is when the unit becomes unsafe to remain in due to a lack of heat, water, hot water, or other essential services, in which case the tenant has multiple options. Each scenario is discussed below.

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7.1.1. Termination of Tenancy for Failure to Repair

If the landlord fails to maintain the premises as required by law, the tenant may conditionally terminate the rental agreement upon a failure to repair. There are very specific steps that the tenant must follow in order to do so. First, the tenant must, in writing, detail the alleged failure to maintain, demand that repairs be made within 20 days, and provide a date on which the rental agreement will end if the repairs are not made in those 20 days; the date for the termination of the rental agreement must be 30 days or more after the date of the mailing or delivering of this written notice (excluding the day of mailing or delivery). If the landlord makes the repairs and provides any required compensation within the 20-day period, then the rental agreement does not terminate. If the landlord fails to do so, then the tenant is free to terminate the rental agreement on the date stated in the written notice and move out without being responsible for any further rental payments.

If the landlord does make the repair following the delivery of the aforementioned type of notice, but a similar defect occurs at the property within the following 6 months, then the tenant need not provide the landlord with 20 days in which to repair. Instead, the tenant may elect to send a written notice specifying the breach, and providing a date on which the rental agreement will terminate; this date must be at least 14 days after the day the letter is mailed/delivered.

If the rental agreement is terminated in this fashion, the landlord is required to return the security deposit in the normal manner (see section 11) along with prepaid rent, if any (which must be apportioned per day if necessary).

7.1.2. Repair and Deduct From Rent

Primary source of law: § 34-18-30. Self-help for limited repairs.
Also sec. 39 on landlord's version of this

Rhode Island law permits tenants to make minor repairs to their rental unit when the landlord fails to respond to a tenant's notification of the defective conditions in a reasonable time and deduct the cost from the rental payment for the next rental period. The maximum amount that the tenant can offset from rent is $125. The tenant must give the landlord notice of the condition, and at least 20 days to complete the repair; however, if the landlord is not responsive or clearly not acting in good faith, the tenant need not wait the entire 20 days before making the repairs in question. Likewise, if the repairs needed are an emergency and the landlord cannot be reached

promptly, the tenant may go forward without written notice (but see section 7.1.4 below if the emergency concerns the supply of essential services). A tenant may not deduct repair costs from rent if the repairs became necessary because of the negligence of the tenant or a guest of the tenant.

A tenant should prepare an itemized list of the expenses incurred (or the reasonable value of any materials that the tenant already had on hand that were used to make a repair) in this process to present to the landlord, or a Court if the landlord contests that the repairs were not necessary or the amount deducted was unreasonable and demands the tenant pay the full amount of rent rather than the reduced amount.

7.1.3 Injunctive Relief

If a repair is necessary that will cost more than $125, and the tenant is not in a position to terminate the tenancy, then the tenant may instead elect to seek injunctive relief from a Court in the form of an Order directing the landlord to make necessary repairs to comply with their obligations under the Landlord-Tenant Act. This form of relief is discussed in further detail in section 13.1.

7.1.4 Failure to Supply Essential Services (sec 31)

The last option only applies for maintenance issues resulting in a failure affecting the supply of heat, water, hot water, or other essential services. In this case, a tenant must provide "reasonable notice" to the landlord of the issue and may either take reasonable steps to restore or obtain heat, running water, hot water, or essential services and deduct the actual and reasonable costs from the periodic rent (for these instances, the Landlord-Tenant Act does not cap the deduction to $125); or secure substitute housing during the period of non-compliance and withhold rent for the time spent in substitute housing. If the tenant takes any of these actions, then they may not use this breach as the basis for terminating the rental agreement (see section 7.1.1).

8. Minimum Housing Standards (Code Enforcement)

Primary Sources of Law:

- Residential Landlord and Tenant Act, Chapter 34-18
- Housing Maintenance and Occupancy Code - Chapter 45-24.3
- Lead Hazard Mitigation Act – Chapter 42-128.1
- Lead Poisoning Prevention Act – Chapter 23-24.6

- Lead Poisoning Prevention Regulation (216-RICR-50-15-3)

Every rental unit in Rhode Island must meet minimum health and safety standards. The state health and safety standards that apply to most housing can be found in the laws listed above. Some standards are described later in this guide.

Housing standards are enforced locally by towns and cities in Rhode Island. Tenants can complain about failure to meet housing standards, and request that their town or city inspect their rental unit for compliance with Rhode Island laws. Tenants in most towns and cities in Rhode Island can request an inspection by calling their town or city hall. Retaliating or attempting to punish a tenant for complaining about the conditions to code enforcement is illegal. If there is evidence of a complaint by a tenant to the landlord regarding violations of the landlord's duties under the Landlord-Tenant Act (see section 5 for more details on landlord's duties) or of a complaint by the tenant to their town or city's housing code enforcement agency within 6 months of a landlord taking such negative action as to the tenant (such as by sending a notice of termination of tenancy or a increase the rent), then there is a presumption by the court that the landlord is acting in retaliation for said action. This means that the landlord must prove they are **not** retaliating against the tenant for them to succeed in the relevant court proceeding. As such, tenants should seek to document any such complaints, or make complaints in writing (such as a text message or email).

While retaliation is prohibited, a landlord is free to pursue an eviction for unpaid rent even if a complaint has been made. The eviction for nonpayment of rent will be enough for the landlord to overcome the presumption of retaliation detailed above. It is very important that a tenant continue to pay rent to the landlord, or in certain circumstances where code enforcement has become involved because of a violation at the property, the tenant may pay rent to be held by the town or city code enforcement official.

8.1. Notice of Violation

Complaints to Code Enforcement may result in the town or city performing an inspection of the unit. When an inspector determines that any rental property fails to comply with the housing code, they may issue a notice to the landlord stating the

alleged failures and advising the owner (sometimes through an agent such as a property management company) that the failures must be corrected within a certain time period. At the end of the time allowed for the correction of any alleged violation, the inspector shall reinspect the unit or structure to determine whether the violations have been corrected or if further action must be taken (see below).

8.2. Second Notice of Violation

If the inspector determines violations have not been corrected, they will issue a second notice of violation with an order requiring that the failures shall be corrected within a reasonable time, but not more than 30 days after the reinspection, if the owner or manager issued the notice does not petition for a hearing on the matter.

8.3. Condemnation

Sometimes, violations are so severe, that the city or town will deem the unit or units unfit for human habitation. This may happen if any of the following circumstances make the unit or units dangerous or unhealthy for the occupants:

(i) The structure is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested.
(ii) The structure lacks illumination, ventilation, or required thermal and sanitation facilities.
(iii) The general condition of the unit or building is unsanitary, unsafe, or unhealthful.

Whenever a unit is deemed unfit for human habitation, the inspector shall "condemn" the relevant unit or building and place notices that it is unfit for human habitation, and, if occupied, order the occupants to vacate within a reasonable time (but not to exceed 30 days). If this occurs, the occupants must be offered alternative housing accommodations in a decent, safe, and sanitary dwelling meeting all minimum housing standards before they may be legally forced to leave the previous premises.

8.4. Lead Safety

Lead is a toxic metal that can be found in paint, pipes, and other materials that were used to build housing before 1978. Lead is known to cause brain damage and other health problems in children and adults. To avoid lead poisoning, landlords should

evaluate homes for lead hazards and state law requires property owners to take certain steps to keep housing safe.

Property owners of buildings with rental units that were constructed prior to 1978 which have not been made lead safe nor lead hazard abated shall comply with all of the following requirements (unless the property consists of two or three units, one of which is occupied by the property owner):
1) Learn about lead hazards by taking a lead hazard awareness seminar, personally or through a designated person;
2) Evaluate the dwelling unit and premises for lead hazards consistent with the requirements for a lead hazard control evaluation;
3) Correct identified lead hazards by meeting and maintaining the lead hazard mitigation standard;
4) Provide tenants: (i) basic information about lead hazard control; (ii) a copy of an independent clearance inspection report;[1] and (iii) information about how to give notice of deteriorating conditions;
5) Correct lead hazards within 30 days after notification from the tenant regarding a dwelling unit at which resides an at-risk occupant (any person under 6 years of age or a pregnant person).

Tenant Points of Contact:
-A tenant should immediately notify the landlord of any potential lead hazards;
-A tenant may notify the town housing code enforcement official;
-If the tenant receives no response from the property owner, the response is in the tenant's opinion unsatisfactory, or the remedy performed is in the tenant's opinion unsatisfactory, the tenant may request a review of the matter by the Housing Resources Commission;
-A tenant may seek compliance by filing a complaint in District Court.

Additional information can be found provided by the Rhode Island Department of Health and Human Services here:

[1] An "independent clearance inspection" means an inspection performed by a person who is not the property owner or an employee of the property owner and who is authorized by the housing resources commission to conduct independent clearance inspections, which shall include: (A) a visual inspection to determine that the lead hazard controls have been met, and (B) dust testing in accordance with rules established by the department of health and consistent with federal standards. A certificate of conformance shall be issued by the person who conducted the inspection on the passage of the visual inspection and the required dust testing. An independent clearance inspection shall be required at unit turnover or once in a twenty-four (24) month period, whichever period is the longer. If the tenancy of an occupant is two (2) years or greater, the certificate of conformance shall be maintained by a visual inspection.

https://health.ri.gov/healthrisks/poisoning/lead/for/landlords/#:~:text=Disclose%20lead%20hazards%20to%20tenants,or%20lease%20of%20residential%20property.

In 2023, the General Assembly passed new laws in an effort to increase compliance with lead safety laws. Accordingly, if a tenant has reason to believe that a landlord is not in compliance with lead safety laws, then the tenant may petition the District Court pursuant to R.I.G.L. 1956 § 42-128.1-14 to pay their regular rental amount into an escrow account instead of to the landlord directly until the landlord comes into compliance with applicable laws. A landlord may not take retaliatory action against a tenant for instituting this action. Additionally, if a tenant has a claim for damages (such as personal injury) against an owner due to nonconformance with lead safety laws, that tenant is authorized by statute to recover up to three times the damages proven in addition to attorney fees.

8.5. Appliances

Every rental unit must have the following: A kitchen with: (1) a sink providing hot and cold water; (2) cabinets to store food and kitchen items; (3) a counter or table to prepare food; (4) a stove; (5) a refrigerator; a bathroom with a working toilet and a shower or bathtub.

8.6. Mold

The Rhode Island Housing Maintenance and Occupancy Code does not specifically address mold. However, mold typically grows inside homes when ventilation, plumbing, or other structural problems exist. If mold growth is caused by an underlying defective condition, there might be a reason for a town or city inspector to issue a notice of violation to the landlord. As with other defective conditions which may be found in a rental unit, the general rule discussed in section 7 of this document will apply with regards to whether the landlord or tenant is responsible for correcting the problem.

The following is from the Centers for Disease Control and Prevention (CDC):

> Inside homes, mold growth can be slowed by controlling humidity levels and ventilating showers and cooking areas. If there is mold growth in your home, you should clean up the mold and fix the water problem. Mold growth can be removed from hard surfaces with commercial products, soap and water, or a bleach solution of no more

than 1 cup of household laundry bleach in 1 gallon of water. Follow the manufacturers' instructions for use (see product label).

If you choose to use bleach to clean up mold:

- Never mix bleach with ammonia or other household cleaners. Mixing bleach with ammonia or other cleaning products will produce dangerous, toxic fumes.
- Open windows and doors to provide fresh air.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Remove all of the mud and dirt on the floor first. Bleach, soap, or any other product will not reliably remove mold from a muddy or dirty floor.
- If the area to be cleaned is more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide titled *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial buildings, this document also applies to other building types. You can get it by going to the EPA web site at https://www.epa.gov/mold/mold-remediation-schools-and-commercial-buildings-guideExternal.
- Always follow the manufacturer's instructions when using bleach or any other cleaning product.

Specific Recommendations:

- Keep humidity levels as low as you can—no higher than 50%–all day long. An air conditioner or dehumidifier will help you keep the level low. Bear in mind that humidity levels change over the course of a day with changes in the moisture in the air and the air temperature, so you will need to check the humidity levels more than once a day.
- Use an air conditioner or a dehumidifier during humid months.
- Be sure the home has adequate ventilation, including exhaust fans.
- Add mold inhibitors to paints before application.
- Clean bathrooms with mold killing products.

- Do not carpet bathrooms and basements.
- Remove or replace previously soaked carpets and upholstery.

Generally, it is not necessary to identify the species of mold growing in a residence, and CDC does not recommend routine sampling for molds. Current evidence indicates that allergies are the type of diseases most often associated with molds. Since the susceptibility of individuals can vary greatly either because of the amount or type of mold, sampling and culturing are not reliable in determining your health risk. If you are susceptible to mold and mold is seen or smelled, there is a potential health risk; therefore, no matter what type of mold is present, you should arrange for its removal. Furthermore, reliable sampling for mold can be expensive, and standards for judging what is and what is not an acceptable or tolerable quantity of mold have not been established.

8.7. Infestations 45-24.3-6(i)

When there is an infestation of insects, rodents, or other pests, whether the landlord or tenant is responsible for exterminating the infestation depends on the type of unit and the cause of the infestation.

If a tenant rents a unit in a single-family home or other building with only one dwelling unit, then the tenant is responsible for exterminating any pests. If a tenant rents a unit in a building with multiple units, and the tenant's unit is the only unit affected by the infestation, then the tenant is responsible for extermination. If an infestation occurs in multiple units of a building, or if the infestation occurs in any shared part of the building, then the landlord is responsible. Likewise, if the landlord caused the conditions for an infestation by failing to maintain the property, then the landlord will be responsible regardless of how many units are in the building or infested.

9. Landlord's Right of Access

Primary Sources of Law: § 34-18-26. Access.
§ 34-18-45. Landlord-Tenant remedies for abuse of access

Because of landlords' ownership of properties and attendant responsibilities to maintain said properties, landlords have certain rights to access buildings and rental units. In general, a landlord should provide at least 2 days' advanced notice, or "48

hours," to a tenant when they intend to enter into the tenant's dwelling unit, and such entry should be made at a reasonable time. Tenants cannot unreasonably deny access to the landlord. This does not mean that a landlord has an unconditional right to enter into a property as long as they give 2 days' notice; if the time and day that the landlord wishes to enter is inconvenient to the tenant, the tenant is free to request that the landlord enter at a different time or different date. The key term is **reasonableness**: Rhode Island law encourages cooperation between landlords and tenants, particularly on this matter. As part of the overarching goal of reasonableness, a landlord is prohibited from abusing their right of access, and should refrain from pretenses to enter an apartment as a means of inspecting a property in an annoying or inconvenient manner (see below for discussion of what may happen if a tenant unreasonably denies access or a landlord unreasonably abuses their right of access).

While a landlord should try to provide advanced notice of an entry whenever possible to a tenant, there are two specific circumstances when no advanced notice is required. The first is in the case of some emergency which requires the landlord or an agent of the landlord to enter, such as when an urgent repair is needed to be made (e.g., in the event of a fire, a burst pipe, etc.). The second is when the tenant has been absent from the apartment for more than 7 days, and the landlord makes an entry for a purpose that is reasonably necessary to protect the property (e.g., if a tenant is away for an extended period of time, the landlord may need to enter to ensure that the temperature of the house remains high enough to not cause damage to pipes). Once again, these entries by the landlord should be reasonable considering the circumstances.

There are only two additional instances where a landlord has a right of access. The first is pursuant to a court order. The second is as part of the process for correcting defects affecting health and safety that were caused by the tenant's noncompliance with their duty to maintain the dwelling unit where the tenant has failed to make the correction themselves. See section 4 for further details on a landlord's right to repair.

Rhode Island law provides that the landlord has **no other right of entry** besides the grounds summarized in this section.

§ 34-18-45. Landlord and tenant remedies for abuse of access.

If a tenant unreasonably withholds access to the rental unit, the landlord may seek a

court order allowing the landlord entry to the unit, or may use this withholding of access as grounds for terminating the rental agreement.

If a landlord makes an unlawful entry, makes a lawful but unreasonably entry, or repeatedly demands entry to a point that unreasonably harasses the tenant, then the tenant may seek a court order preventing the landlord from persisting in this behavior. The tenant may also use any of these actions by the landlord as grounds for terminating the rental agreement.

If either a tenant or landlord must file a lawsuit because of the aforementioned reasons, the party that wins said lawsuit may also be awarded costs and reasonable attorney fees.

10. Utilities

Primary Sources of Law - § 34-18-22. Landlord to maintain premises. § 34-18-31. Wrongful failure to supply heat, water, hot water, or essential services.

Whether the landlord or tenant is responsible for paying different utilities will depend on the particular property or preferences of the parties. In some units, utilities will be "included" in the rent, meaning that the tenant is not responsible directly for any utility payments. It is a common arrangement that a tenant pay for heating and electricity. Typically, payments for water and sewer are the responsibility of the landlord to pay, but this may be changed by agreement depending on the property. For example, if a tenant rents a single-family home, they may be responsible for all utilities in addition to rent. Likewise, if there are separate metered connections for separate units, then the tenant may be required to pay for all utilities themselves.

11. Security Deposits

Primary Source of Law: § 34-18-19 Security deposits

A security deposit is an amount of money that the landlord holds on behalf of the tenant which is to be used to pay for repairs for any damage caused by the tenant's negligence or misuse of the property at the termination of the tenancy. The following is a guide to the mechanics of the payment of and return of security deposits at the termination of a tenancy.

At Move-In and During Tenancy

When a rental agreement begins, a landlord may demand a security deposit be paid in an amount up to 1 month's rent. A landlord cannot ask for additional money by calling it some other title, such as a "pet deposit." The only exception to this rule is if the rental agreement is for a furnished apartment, in which case a separate and additional furniture deposit may be demanded, but also not to exceed 1 month's rent. The landlord is not obligated to use the security deposit as rent during the term of the rental agreement if they do not want to do so.

If a landlord sells a building, the security deposit should be transferred as part of the transaction with the new landlord. If a tenancy continues when the property has changed owners, the new owner will be under the same obligation to return the security deposit in the normal fashion to any tenants who had a security deposit with the previous owner when those tenants move out.

At Move-Out

Once a tenant has fully moved out, they must give an address to which the landlord can send the security deposit and notice. This does not need to be the tenant's new address; sometimes people use the address of a family member or friend if they do not wish their old landlord to know their new address.

Once the tenant has taken those steps, then the landlord has 20 days to return the security deposit or what remains thereof along with an itemized list of deductions, if applicable. Deductions may only be made for the following: unpaid rent, reasonable cleaning expenses, trash disposal expenses, and expenses related to repairs for physical damage to the premises **excluding ordinary wear and tear**. As mentioned, the landlord must itemize these deductions. If the expenses exceed the amount of the deposit, the landlord is free to seek recovery of these further costs from the tenant if they so desire.

Security Deposit Disputes After Move-Out

There are often disputes that arise as to whether certain damage existed prior to the tenant moving in, or whether certain damage is "ordinary wear and tear." **Tenants are strongly encouraged to take pictures of the apartment at move-in and move-out** to expediate resolving any such disputes. Likewise, tenants should make sure they do not leave behind any trash to ensure money is not withheld for its removal from the property after moving out.

If you believe your former landlord owes you money back from your security deposit, you can file a Complaint in Rhode Island District Court. If a landlord has wrongfully withheld money from the security deposit, the tenant may recover the amount due, together with damages in an amount equal to twice the amount wrongfully withheld, plus reasonable attorney fees. As such, Rhode Island Law strongly discourages landlords wrongfully withholding security deposits.

12.Evictions

Eviction actions are categorized into 2 broad categories: evictions for non-payment of rent, and evictions for reasons other than non-payment of rent. The different categories follow separate procedures. The latter of these categories is further divided into 2 categories: evictions for noncompliance with the rental agreement or Landlord-Tenant Act; and "holdover" evictions, when a tenant has had their tenancy terminated, but continues to occupy the premises after the termination date.

12.1. Self-Help Prohibited

Primary Sources of Law: § 34-18-44 – Self-help recovery of possession prohibited

§ 34-18-34 – Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service.

§ 34-18-42 – Landlord liens – Distraint for rent abolished.

Rhode Island law prohibits "self-help" evictions, which is where a landlord locks out, denies access, or otherwise interferes with a tenant's right to possession of a dwelling unit without first seeking a court order. A landlord may not threaten to or actually change the locks, shut off utilities, or remove a tenant's belongings from a dwelling unit on their own accord. **Only a Judge can order that a tenant and their property be removed from a dwelling unit**.

If a landlord has done any of the above, the tenant may file a Temporary Restraining Order in the District Court to regain access to the apartment, their belongings, or restore services. Additionally, a tenant may recover the greater of 3 months' rent, or

triple the amount of actual damages caused by the unlawful action (e.g., property lost or damaged, money spent on alternative lodging such as a hotel). If the landlord has unlawfully changed the locks, it may be a good idea to contact law enforcement to resolve the issue.

12.2. Eviction for Non-Payment of Rent

The first step in the eviction process for nonpayment of rent is for the landlord to send what is called a 5-day demand letter to the tenant. This can occur at any time once a tenant is behind on rent by more than 15 days. This letter should be similar to the form letter that can be found in section 34-18-56(a) of the Landlord-Tenant Act. It must specify the amount of rent that is more than 15 days in arrears and instruct the tenant that if they do not pay the full amount of the rent (**EXCLUDING late fees or other non-rent amounts**) within 5 days of the mailing of the letter, that the landlord has a right to move forward with filing an eviction in the District Court. The timing of the letter and period during which the tenant may pay off the arrearage is important. Rent must be *more than 15 days* in arrears before the letter may be sent; for example, if rent is due on the 1st and the tenant has not paid some or all of the rent, the landlord may not send a 5-day demand letter until the 16th of the month (not the 15th).

Right to Cure before Filing

If a tenant delivers payment within the 5-day period following the date of the letter (the day of mailing does not count towards the 5-day period, so if the 5-day demand letter is sent on the 16th, the tenant has until the end of the day on the 21st to deliver payment), the landlord **MUST** accept this payment. Likewise, if the landlord delays in filing the eviction in Court, the tenant retains their right to pay off the full amount of rent (i.e., if the landlord waits to file in the above example until the 25th, then the tenant still has a right to pay and avoid eviction until the suit is filed, even though it is outside of the 5-day period). The landlord in this instance may not decline to accept payment and "opt" to move forward with an eviction instead. Tenants should document any payments or efforts to pay the full amount of rent within the right-to-cure window.

Right to Cure at Court

Once the suit has been filed, then the tenant's right to avoid eviction by paying is limited. If the suit is the first time the tenant has fallen in arrears on the rent, then the

tenant has the right to avoid eviction by paying the entire amount of rent owed, plus court costs, at the time of the eviction hearing. However, if the tenant has received a valid 5-day demand letter in the 6 months prior to the filing of the eviction lawsuit in Court, then the landlord in this instance may decline to accept payment and move forward with the eviction, even if the previous 5-day demand letter did not result in an eviction actually being filed in Court.

Lawsuit Process

If the tenant has not paid the full amount of rent by the 6th day following the mailing of the 5-day demand letter, then the landlord may file a Complaint for eviction in the appropriate District Court. The Complaint, along with a Summons, must be sent via regular mail on the same day that it is filed in Court; additionally, a constable must serve a copy of these papers to the tenant. For nonpayment of rent evictions, the constable does not need to personally serve the paperwork to the tenant or tenants. Instead, the constable may post the Complaint and Summons at the rented premises. The Summons should include the date and time for the eviction hearing.

Landlords who wish to file lawsuits for nonpayment of rent after October 1, 2024, must also demonstrate that they are in compliance with the requirement to registry their information with the Department of Health at the time of filing the suit. See Section 5.1 for more details.

Filing an Answer

Once receiving the Complaint and Summons, the tenant has the option to file an Answer, which is a type of court filing in which a defendant responds to the allegations in the Complaint. This may be done by bringing a copy to the Clerk's office at the District Court as well as mailing a copy to the landlord's attorney (or the landlord if the landlord does not have an attorney), or simply bringing a copy with you to the hearing, as a defendant may file an Answer in nonpayment of rent evictions at the time of the hearing itself, unlike other types of Court proceedings. The Answer should be used to state any disagreements with factual statements made in the Complaint; for example, if the landlord claims you owe more money than you actually do, then the Answer should reflect this dispute of fact. You may also raise relevant defenses in your Answer, as well as including a counterclaim if one is applicable. Tenants should consult with an attorney about possible defenses and counterclaims first to avoid filing irrelevant or unnecessary materials with the Court.

Eviction Hearing

You should arrive prior to the time designated for the hearing, as you may be called in for the hearing starting exactly at the time stated in the Summons or Hearing Notice. If you are not present when the case is called, you may lose the case automatically. Arriving early also ensures an opportunity to discuss possible settlements with the landlord. If you are negotiating a settlement with your landlord (through their attorney if they have one, or directly with your landlord if they do not have an attorney), it is important to keep in mind that any settlement will become an Order of the Court. There are various ways that an agreement might be reached between the parties. Sometimes, a landlord and tenant negotiate a payment plan that allows the tenant to get caught up on rent and eventually have the eviction lawsuit dismissed. Other times, a landlord and tenant might agree that any back rent will be waived if the tenant vacates the property by a certain date. It is **strongly** suggested that all parties consult with or hire an attorney prior to negotiating a settlement to ensure that your rights are protected. A tenant may not waive any rights granted by the Landlord-Tenant Act in a settlement agreement (for example, if an agreement says "the tenant shall not appeal this Order," such a term is not legally enforceable) and a Judge must read and approve of any settlement before making it an Order of the Court; even with these aspects in mind, speaking to somebody with legal expertise that has your interest in mind is invaluable to ensure you do not agree to unfavorable terms.

If an agreement is made, it must be written down and submitted to the Judge. The Judge will read it, ask if what was read was the full and accurate agreement, and if so, will likely approve it. You should keep a copy of any agreement for your records. You can get a copy of the document from the Clerk's office before leaving the courthouse.

If there is not an agreement, then the case will proceed to trial. If you plan to dispute any of the landlord's claims, you should have evidence to support your claims. Each side will be allowed to present testimony and evidence on factual issues relevant to the case. When both sides have had their chance to present to the Court, the Judge will decide the case. If the Judge finds the landlord has not met their burden of proof, then they will dismiss the case. If the Judge concludes that the landlord has met their burden of proof, then they will enter judgment for the landlord for possession of the premises and any back rent along with court costs. Following the entry of Judgment, the tenant has a 5-day window (beginning the day after the trial) in which to file an appeal. See section 14 below regarding more information on appeals.

Execution

If no appeal is taken from a judgment for possession after trial, then on the 6th day, the landlord may seek a "Writ of Execution" from the Court. This is a document that allows a sheriff or constable to come to the rental unit and regain possession of the premises for the landlord by ordering the tenant to leave and removing the tenant's belongings. The landlord must have any of the tenant's remaining property moved to a storage facility at the landlord's expense. However, the tenant must pay those moving and storage costs back if they wish to retrieve any of their property that has been so removed from the dwelling unit.

12.3. Eviction for Noncompliance with Rental Agreement or Rhode Island Law

Primary Source of Law: § 34-18-36. Eviction for noncompliance with rental agreement.

In addition to paying rent, tenants are also obligated to comply with the terms of the rental agreement and Rhode Island laws regarding tenant responsibilities. If there is a material noncompliance by the tenant with the rental agreement or a noncompliance with section 34-18-24 of the Landlord-Tenant Act that affects health and safety, the landlord may deliver a written "Notice of Non-Compliance" to the tenant, in a form similar to that set out in section 34-18-56(b) of the Landlord-Tenant Act, specifying what constitutes the breach/non-compliance, what must be done to correct or cure the breach/non-compliance, and that the tenant has 20 days from the mailing date of the letter to take the corrective action or else the landlord will have the right to move forward with the eviction process after the date specified. If the tenant takes the action set out in the letter or otherwise acceptably corrects the breach/non-compliance, then the rental agreement does not terminate and the tenancy shall continue.

In order for a landlord to successfully evict a tenant for breach/non-compliance, they must sufficiently demonstrate to a Court that there was a breach or other non-compliance for which the tenant was at fault, that the landlord sent the appropriate notice of non-compliance (if applicable), and that the tenant failed to cure the breach during the 20-day cure period (if applicable). If they fail to demonstrate any of the applicable elements, then the tenant will prevail and will have their tenancy reinstated.

No Right to Cure in Certain Circumstances

There are certain instances where the landlord need not provide the aforementioned 20-day window in which the tenant can take corrective action. The first set of circumstances are when the tenant has allegedly committed certain specified acts in section 34-18-24 of the Landlord-Tenant Act; namely: the maintenance of a "narcotics nuisance" at the rented premises; using the rented premises or adjacent public property to manufacture, sell, or distribute any controlled substance; and committing a "crime of violence" at the rented premises or any adjacent public property. If any of these take place, the landlord does not need to send a notice of noncompliance and instead can immediately file a Complaint for Eviction in the appropriate District Court.

Additionally, if the tenant has been given a letter of noncompliance within the previous 6 months and commits the same or similar act of breach/non-compliance, then the landlord may send a letter stating that the rental agreement is terminated effective at a specified date, which must be more than 20 days from the date of the mailing of the letter, without providing a right to take corrective action. A landlord may choose to allow the tenant to correct the breach and continue the rental agreement, but is not required to do so and may instead opt to move forward with terminating the rental agreement. If the tenant remains living in the dwelling unit past the specified date in this circumstance, then the landlord may move forward with filing an eviction in the District Court.

Non-Compliance Eviction in Court

If the tenant has not cured the breach/non-compliance, or if the rental agreement was terminated by the landlord with an appropriate letter where there was no right for the tenant to cure the breach/non-compliance, then once the date in the letter has passed, the landlord may file an eviction in court if the tenant remains living at the premises. The landlord must file a Complaint in the appropriate District Court based on the location of the dwelling unit. The landlord then must send a copy of the Complaint, along with a Summons, to the tenant via regular mail as well as having them served in-person to the tenant by a constable. Once the tenant receives service of the Complaint, they have 20 days to file an Answer with the Court. Unlike with nonpayment of rent evictions, the tenant **must** file an Answer and must do so **before the hearing**. If the tenant does not file an Answer in a timely fashion, then they may lose the ability to argue that they did not breach the rental agreement or that they took sufficient corrective action within the 20-day cure period. Answers should be

filed with the Clerk's office at the District Court in which the landlord filed their Complaint, and a copy should be sent via regular mail to the landlord's attorney (or the landlord if they are not using an attorney).

After you file an Answer (or, if you fail to file an Answer within the 20-day period), then a hearing date will be set, and you will be notified of the date and time via mail. It is important that you are prepared to arrive earlier than the time for which the hearing is set. This will ensure you are present when the case is called, and will give time to discuss possible resolutions with the landlord's attorney. Depending on the relevant circumstances, there may be an agreement that can be reached between the parties which can be drafted and submitted to the Court for the approval of the Judge. If there is such an agreement, you give up your right to a trial in favor of taking the terms of the deal; while the Judge must approve of all settlement agreements, most such agreements are approved as a matter of course.

If there is no agreement, then the case will be called for a hearing at or after the time designated for the hearing. If you think there will be a hearing, you should be prepared with any evidence that might help your case, such as photographs, to contest the allegations of the other party. You may also bring witnesses to testify in your favor if they have personal knowledge of the relevant dispute. Once both parties present their cases, the Judge will make a determination. If the Judge rules in favor of the tenant, then the case will be dismissed and the tenancy will continue; if the Judge rules in favor of the landlord, then they will enter judgment for possession and any damages against the tenant. As with all eviction actions, nothing can happen during the 5-day appeal period. See section 14 below for further details on appeals. If no appeal is taken within the 5-day appeal period, then the landlord may seek the issuance of execution. See the above section on executions for further details on this part of the process.

12.4. Eviction for Remaining in Possession after Termination of Rental Agreement

When a landlord has decided to terminate a rental agreement, whether at the end of a fixed term agreement by not renewing, or by notifying a periodic renter that the tenancy will not continue at the end of their next rental period, a tenant must vacate the premises prior to the date in the notice of termination (provided the notice of termination is legally adequate; see Section 6.4 above for more details on how a landlord or tenant may terminate a periodic rental agreement).

If the tenant does not vacate by the end of the termination date, then on the following day, the landlord may file a Complaint for Eviction in the appropriate District Court without further notice to the tenant. This process follows the same process as evictions for breach of the rental agreement/non-compliance with the Landlord-Tenant Act; see section 12.3 for further details on this process.

The main difference for "termination" evictions is that a tenant is less likely to have a legal basis for defending against the eviction. This is because in Rhode Island, a landlord may terminate a rental agreement for almost any reason, or no reason at all. The most common defense is that the landlord made a legal error in the notice of termination (e.g., providing too short of a time between the mailing date and termination date, specifying that the tenancy will end on a date besides the day following the last day of a rental period, etc.). The only prohibited reasons for termination are that a landlord may not use a termination notice and subsequent eviction as a means of retaliating against a tenant for certain actions (e.g., lodging a complaint regarding a defect at the property to code enforcement, organizing or participating in a tenants' union), and that a landlord may not discriminate against a tenant by terminating their tenancy based on a protected characteristic (see Section 3 for more information on housing discrimination). You should consult an attorney if you suspect any of these circumstances apply to you.

12.5 Sealing of Eviction Records

Many tenants have concerns about having an eviction "on their record." Traditionally, all matters filed in Court are publicly available. That is, any given document filed within a lawsuit is available to members of the public generally, and more specifically can be viewed by prospective landlords or property managers when considering prospective tenants for renting a unit. Thus, previous eviction matters being publicly viewable can cause issues for tenants wishing to rent from another landlord.

As such, beginning January 1, 2024, tenants will have the ability to petition the District Court to "seal" the record of a past eviction case, meaning it will no longer be publicly accessible. A tenant wishing to do this must file a motion with the District Court which heard the eviction matter, while also providing notice to any other parties involved in the suit of the motion and scheduled hearing for a Judge to consider the motion. A Judge shall order a record sealed if a tenant sufficiently demonstrates at least one of the following: (1) that the case was dismissed as a result of a motion to dismiss; (2) that the lawsuit was resolved by agreement and the terms

of the agreement have been satisfied; (3) any money judgment has been paid in full; or (4) the lawsuit was dismissed for lack of prosecution after 5 years of inactivity by the landlord. Tenants are limited to 1 request to seal every 5 years per eviction action previously filed against them.

13. Other Landlord-Tenant Disputes

Communication is critical to resolving disputes. Landlords and tenants should always be respectful, patient, and courteous towards one another. Tenants should tell their landlord immediately if there are problems in the rental unit, or if they are going to be late paying the rent. Landlords should respond to tenant complaints in a timely fashion and acknowledge the very important responsibility entrusted to a landlord by a tenant, their family, and other household members. Should issues continue to go unresolved despite best efforts, tenants may need to seek assistance from a Court

13.1. Injunctive Relief and Temporary Restraining Orders

Primary Source of Law: § 34-18-6. Temporary restraining orders

Injunctive relief is a type of Court Order that directs a person to do something or refrain from doing something. This is one type of solution that a Court can offer if a tenant needs a landlord to fix a defect at the property that has gone unresolved for a long period of time that would be too expensive for the tenant to fix and deduct from the rent, for example. This type of relief might also be sought if a tenant feels their landlord is harassing them in some way. Likewise, a landlord might seek injunctive relief if a tenant is, for example, unreasonably withholding access to the rental unit from the landlord.

Temporary restraining orders (TRO) are a specific kind of injunctive relief that are only for emergency situations. A TRO may only be issued when immediate and irreparable injury, loss, or damage will result to the filing person before the other person can be served with court paperwork in the normal manner. This type of order should only be sought as a “last resort” if there is clearly no way for the parties to come to a resolution or where the issue is extreme.

Thus, TROs should only be sought in emergency situations when a landlord or tenant feels at risk for serious harm to themselves or their property, when a landlord wrongfully denies a tenant access to the rental unit, or when a landlord interferes with the tenant's ability to access electricity, gas, heat, water, or other essential services.

A person wishing to obtain this kind of order should fill out the necessary paperwork (including a Complaint which states the alleged wrongdoing, as well as an Affidavit of how the wrongdoing will cause or is causing immediate and irreparable damage to the filing party) and file it with the Clerk's office at the appropriate District Court. You will then have to wait to see the Judge that same day. Temporary Restraining Orders may only be granted on a very limited basis if the other party is not present; as such, you should make all efforts to inform the other party that you are seeking the Order so that they can come to the Court to be heard that day if possible (with the exception that if you think notifying the other party might cause them to retaliate against you or your property, then you do not need to do so). If they are not able to attend the same day, the parties can either agree on a Hearing date, or the Court will set one in the absence of an agreement, usually about a week after the application is filed. As with other in-court disputes, you should bring any evidence that shows the other party's wrongdoing (or if you are the defendant, any contradictory evidence), including photos, videos, text messages, along with any witnesses who may be familiar with the relevant events (neighbors, family members, guests at the apartment, etc.).

If the Judge decides to grant the Order, then the defending party must comply with the Order's terms. If they fail to do so willfully, it is possible for the Court to impose further penalties against that party, up to and including a finding of contempt against them.

13.2. Other Civil Complaints

There are other circumstances in which a tenant may wish to seek Court intervention in circumstances that are not strictly an emergency. A tenant may file a complaint against their landlord in Rhode Island District Court to enforce any relevant law or obligation in a rental agreement. The tenant may recover damages (i.e., money) or

obtain injunctive relief (a court order requiring the landlord to do or stop doing something) when the landlord violates the law or the rental agreement.

A civil complaint may be appropriate in some of the following circumstances:

- A former tenant seeking the return of their security deposit.
- A tenant seeking to have their landlord fix issues at the property that are not emergencies
- A tenant seeking compensation for property damaged by the landlord's negligence in maintaining or repairing the property

A tenant who files a complaint is obligated to prove that they were harmed and should be prepared to offer the court evidence of what happened. The court will also need evidence of the type of damage and financial loss. Typical forms of evidence include photographs, videos, written documents, text messages, e-mails, testimony from the occupants or other witnesses, code enforcement records, rent receipts, and estimates or reports from contractors.

Note: A claim of housing discrimination must be filed with the Rhode Island Commission for Human Rights.

14. Appeals

Any party in a lawsuit concerning the Landlord-Tenant Act may appeal any judgment issued by the District Court for any reason and obtain a new trial in the Superior Court. The appeal must be filed within 5 days of the judgment (beginning the day after the judgment is issued; if the 5th day is a weekend, holiday, or other day on which the court is closed, then the appeal period ends at the end of the next day on which the Court is open).

There are several factors to consider before filing an appeal. First, the paperwork for the appeal must be filed in person at the Clerk's office at the appropriate District Court. Second, there are costs associated with filing the appeal that must be paid at the time of filing (tenants may have this fee waived if they file a "Motion to Proceed In Forma Pauperis" with the Clerk and sufficiently demonstrate to a Judge that they are unable to pay the associated costs). Third, an appeal will cause all aspects of the District Court order to be vacated while the appeal is pending. Finally, if a tenant is the party taking the appeal from an eviction judgment, then they are subject to the rule detailed below regarding payment of rent during the pendency of the appeal.

14.1. Payment of rent pending appeal

§ 34-18-52. Payment of rent during pendency of appeal. § 34-18-53. Dismissal of appeal for nonpayment of rent during pendency of appeals.

Once the appeal is filed, a hearing date in the Superior Court will be set usually within about 2 weeks from the taking of the appeal. If the tenant has filed the appeal, then the tenant should be sure to pay their full amount of rent on the rental due date. Take, for example, a tenant that pays $1200 in rent that is due on the 1st of the month has lost an eviction case on the 20th day of the month. The tenant files an appeal on the 23rd, and a hearing date is set for the 10th of the following month. The tenant must pay the entire $1200 by the end of the day on the 1st. If the tenant is short on the amount of rent, or is a day late in paying, then their appeal will be automatically dismissed before the tenant may make any argument at the Superior Court, and the landlord may obtain a Writ of Execution immediately.

It is important to note that this rule does not apply if the landlord files an appeal. Additionally, this rule applies even in nonpayment cases where the tenant may be behind on several months' worth of rent. The tenant in that circumstance is not required to be current on their rent, but merely must pay any rent that is presently due while the parties wait for their hearing at the Superior Court.

If no rental due date passes, or if the tenant complies with the above rule, then the case may be called for a trial at the Superior Court. Just as in the District Court, you may come to an agreement with the other party prior to the hearing, or proceed to provide evidence and attempt to prove your case. If there is no agreement and the Judge rules in favor of the landlord, then there is an automatic 20-day stay of execution, meaning that the landlord cannot obtain a writ of execution until the 21st day after the Superior Court judgment is issued.

15. Abandonment

"Abandonment" is defined as the circumstance where the tenant has vacated the premises without notice to the landlord and has no intention of returning, as evidenced by nonpayment of rent for more than 15 days and removal of substantially all possessions from the premises. If this occurs, the landlord may reclaim the property after sending a letter to the last known address of the tenant, provided the tenant does not reply within 7 days. The landlord may either consider the tenancy terminated at this point, or must make efforts to rent the property at a fair value to

another tenant. The previous tenant's rental agreement will be considered terminated at the point that another tenant takes possession of the dwelling unit. Landlords are free to pursue tenants for any unpaid rent from the previous tenant up until that point. If the landlord does not make reasonable efforts to find another tenant, then the tenancy will be considered terminated as of the day that the landlord knew the tenant had abandoned the property and the previous tenant will not be responsible for any rent from that day forward.