THE RHODE ISLAND
LONDLORD-TENANT HANDBOOK

State of Rhode Island and Providence Plantations

Donald L. Carcieri, Governor

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TABLE OF CONTENTS

INTRODUCTION……3

1. **DEFINITIONS**……4
2. **GENERAL PROVISIONS**……5
   - A. Terms and Conditions of Rental Agreement……5
   - B. Prohibited Provisions……6
   - C. Notices……6
   - D. Rent Increases……6
   - E. Temporary Restraining Orders……6
   - F. Service of Process……7
   - G. Termination of Tenancy……7
   - H. Payment of Moving Costs……8
3. **LANDLORD RESPONSIBILITIES**……8
   - A. Security Deposits and Other Prepayments……8
   - B. Disclosure……9
   - C. Delivering Possession……9
   - D. Maintaining Premises……9
   - E. Duty to Notify Tenant of Violation……10
   - F. Limitation of Liability……10
4. **TENANT RESPONSIBILITIES**……11
   - A. Maintaining Premises……11
   - B. Rules and Regulations……11
   - C. Access……11
   - D. Other Obligations……12
5. **NONCOMPLIANCE BY LANDLORD**……12
   - A. In General……12
   - B. Failure to Deliver Possession……13
   - C. Self Help for Minor Repairs……13
   - D. Failure to Supply Heat, Water, Hot Water, or Essential Services……14
   - E. Noncompliance or Retaliation as Defense in Eviction Action……14
   - F. Fire, Casualty Damage, or Condemnation……15
   - G. Remedy for Unlawful Ouster, Exclusion, or Diminution of Services……15
   - H. Remedy for Wrongful Failure to Return Security Deposits……16
6. **NONCOMPLIANCE BY TENANT**……16
   - A. Failure to Maintain……16
   - B. Eviction for Failure to Pay Rent……16
   - C. Eviction for Failure to Abide by Rental Agreement……17
   - D. Eviction for Unlawful Possession of Unit after Rental Term Ends……18
   - E. Remedies for Abandonment……18
   - F. Waiver of Right to Terminate……18
   - G. Remedy After Termination……19
   - H. Recovery of Possession Limited……19
7. **APPENDIX**……19
   - A. Notice, Complaint, and Summons Forms……19
   - B. Housing Code Check List……25
   - C. Fair Housing……27
   - D. Lead Hazard Mitigation Act……31

INTRODUCTION

This Handbook is a general reference on landlord-tenant relationships based on Rhode Island General Law (RIGL) Chapter 34-18, entitled the "Residential Landlord and Tenant Act," effective since January 1, 1987. Amendments to the original "Act" (R.I. Public Law 86-200) have been considered in the updating of this edition. For legal reference these amendments are: Public Laws 86-222,88-649, 89-229, 89-381, 90-224, 92-87, 93-291, 93-410, 95-336, 96-336, 96-358, and 97-095, 98-444.

Except for a minimum housing code checklist based on R.I. General Law 45-24.3 (entitled the "Housing Maintenance and Occupancy Code") other laws involved with residential housing such as real estate, health, fire and safety, etc., are not dealt with in this booklet. This exclusion (as in the "Act") also applies to special (or temporary) housing arrangements like: those provided for patients or inmates at public or private institutions; members of fraternal or social organizations; for transitional housing facilities as defined by law; short-term occupancy in hotels, motels, and other types of lodging subject to sales and use taxes; occupancy under a "contract of sale agreement;" occupancy by a paid employee who provides services, maintenance or repairs for premises having over eleven units; and occupancy by a proprietary lease holder in a cooperative. Local public housing and federally regulated housing is excluded only in those situations where there is an actual conflict between state and federal law.

The enclosed information supports the purpose of the "Act" which is to simplify, clarify, and modernize legal language concerning the rights and obligations of landlords and tenants in dwelling unit rental situations. It is also intended to encourage all parties to maintain and improve residential housing and further the understanding of rental law in Rhode Island which is in general conformity with more than twenty-three other states.

SPECIAL NOTE

As the agency that has been responsible for the writing and publishing of the Rhode Island Landlord-Tenant Handbook the Office of Housing and Community Development reserves the sole right to revise, update, rewrite, or make any future changes to this publication. This handbook may be reprinted in part or full, with the customary crediting of the source.

Please refer to the actual law or an attorney if you are unsure of how to proceed with any action of a legal nature; do not rely on this booklet for details needed in such a situation.

THE RHODE ISLAND LANDLORD-TENANT HANDBOOK

1. DEFINITIONS

The following definitions apply to certain words and phrases within this publication:

a. **Abandonment –** the rental unit was vacated without notice, there is no reason to believe the tenant will return, the rent is 15 days or more overdue, and most or all of the tenant's possessions are gone.

b. **Action –** counterclaim, suit, or other proceeding in court to determine legal rights.

c. **Dwelling Unit –** a structure or part thereof designed/intended for use as a residence or sleeping place by one or more persons.

d. **Fair Housing –** protections for certain populations to prevent discrimination in access to housing.

e. **Landlord –** owner, lessor, or sublessor; also the manager of the premises who does not disclose the name, address, and phone number of the owner or the person authorized to represent the owner.

f. **Ordinary Wear and Tear –** deterioration of the premises which is the result of the tenant's normal no abusive living and includes but is not limited to deterioration caused by the landlord's lack of upkeep or neglect in meeting legal repair obligations.

g. **Owner –** one of more persons (including an organization) holding legal or tax title of a dwelling or exclusive control thereof as an owner, agent, executor, administrator, trustee, or guardian. Term also applies to a mortgagee, such as a bank, which has taken legal possession of a dwelling.

h. **Premises –** a dwelling unit and the building it is in, plus the outside grounds tenants may use.

i. **Rent –** the payment of money, services, etc., that a tenant pays to a landlord for the use of the premises.

j. **Rental Agreement –** all written or oral agreements, and lawful rules and regulations, as well as any terms required by law, concerning the use and occupancy of a dwelling unit and premises.

k. **Security Deposit –** money given by the tenant to a landlord at the beginning or shortly after renting a dwelling unit as a deposit to pay for any physical damages to the unit.

l. **Tenant –** a person having the legal right under a rental agreement to occupy a dwelling unit.

m. **Willful –** something done intentionally, knowingly, purposely, and without a justifiable excuse.

2. GENERAL PROVISIONS

A. Terms and Conditions of Rental Agreement

Rental agreements are verbal or written contracts between landlords and tenants. Such agreements usually include the rental amount, the length of the rental term, and other provisions on rights and obligations. When no definite term is specified, the rental is week-to-week if rent payments are made weekly, and month-to-month in all other cases. In an oral rental agreement, once rent has been accepted from a tenant the agreement is in force for the paid period and both parties are obligated to abide by the terms. With a written agreement, it comes valid upon acceptance of possession of the unit and payment of rent, if at least one party has signed it and delivered it to the other party.

Written rental agreements (leases) provide the security of a long-term arrangement, a specific rental amount, and a clear understanding of responsibilities. Under a lease, the tenant usually doesn't have to worry about a rent increase (except as allowed for under specific written conditions), and cannot be evicted unless violating the agreement. Also, the terms agreed to must be honored until the lease expires even if the property changes ownership. The landlord has the advantage of a more secure income during the lease period and can write down specific rules to avoid later confusion or misunderstanding.

Although both parties must agree to the provisions in a lease, it is only necessary for one party to actually sign it as long as it is then delivered to the other party and accepted without reservation as evidenced by the tenant moving into the unit and the landlord accepting the rent. Usually the landlord makes up some or all of the wording in the lease and simply requests the prospective tenant to review it and agree to it provisions. If the tenant will not agree to a particular provision, the two parties may compromise on the situation. The landlord may drop disputed provisions or choose not to rent to a potential tenant if no agreement can be reached. The last minute changes should be indicated by drawing a line through wording to be omitted and adding and additional wording in longhand. Both parties should then put their initials and the date beside the changes to indicated agreement.

Landlords wanting to use standard lease forms can obtain them from certain office supply stores or the internet. They may also have attorneys write leases for them or they can write their own leases. Landlords may be held legally accountable for any illegal or unenforceable clauses in their leases regardless of their origin so they should be reviewed carefully to make sure they conform to applicable state laws and local ordinances. Any reasonable terms and conditions not prohibited by law can be included in a rental agreement, if fairly applied.

B. Prohibited Provisions

No rental agreement can make a tenant agree to waive rights or remedies provided by law, or allow the landlord to waive or limit legal responsibilities. Since illegal clauses are unenforceable, they should be deleted from contractual agreements to avoid giving tenants a misleading impression of their responsibilities. If a landlord deliberately uses a rental agreement containing provisions that are known to be prohibited, the tenant may go to court to recover actual damages, an amount of up to 3 times the rent, and attorney fees.

C. Notices

Landlords and tenants must give proper notice as mentioned under specific topics throughout this handbook. Unless otherwise specified, such notice will usually involve:

1) informing the other person, as when the landlord tells a new tenant what the rules and regulations are, or when the tenant is given a two-day verbal notice of a need for the landlord or others to enter the unit to inspect it, make repairs, show it to potential renters or buyers, etc.; or
2) sending a written notice by first-class mail to the place the other person usually receives communications or to their last known address.

D. Rent Increases

A landlord must provide a tenant with a written notice 30 days or more prior to the effective date, for a rental increase for a residential tenancy that is on a weekly or monthly basis. With longer tenancies it is 30 days prior to expiration of the current rental agreement. While RIGL 34-18-16.1 does not mention term lengths, unless otherwise agreed, a term must end before a higher rent can be imposed.

This 30-day notice is to be considered a legal minimum for rent increases but can be longer if specified in a rental agreement or desired by the landlord.

E. Temporary Restraining Orders

These court orders are sometimes sought by landlords or tenants as the quickest possible way to stop an action by the other party that may be abusive, physically threatening, dangerous, unjust, or possibly illegal. Unless immediate injury, loss or damage will result from a delay, the

opposed party must receive a court notice and be allowed a hearing before the restraining order is granted. Temporary restraining orders expire in ten days unless a preliminary injunction is sought during that time to continue the prohibition of the situation involved.

If there is a possible need to a restraining order or an injunction, one should contact the local district court for the specific procedure.

F. Service of Process

There are specific complaint and summons forms which are used in initiating a court action for an eviction proceeding against a tenant, or to bring other action against an opposed party in a landlord-tenant dispute (see section 7 of this handbook for copies of notices that must be sent and a listing of required forms used by the local district courts).

Prior to seeking an eviction for nonpayment of rent, a Landlord must send the tenant a five-day notice as mentioned in 6B of this handbook. If the rent is not paid after the five days, the landlord goes to the local district court clerk's office (or has an attorney do so) to request and fill out the proper eviction forms. When an eviction is for noncompliance with the rental agreement or for termination of periodic tenancy, adequate notice as mentioned in 6C and 6D must be sent to the tenant before taking court action. If noncompliance concerns an illegal usage of drugs, certain other controlled substances, or a crime of violence committed on the premises or adjacent public property, then no notice is required before going to court to file a complaint.

When a landlord files a complaint for nonpayment of rent, the court clerk sets a hearing date for 9 working days later on the summons. If a complaint is filed by either a landlord or tenant for any other reason, the defendant (person suit is brought against) will have 20 days to provide an answer. The hearing date will be set thereafter upon written request of the plaintiff (person filing the suit.)

After the papers are properly filled out, the clerk gives copies of the complaint, summons and a blank answer form to the plaintiff to mail by first-class mail to the defendant. The plaintiff is also given copies of the complaint, the original summons and a copy, and a blank answer form to give to a sheriff (or local constable) to be served on the defendant. The sheriff has to serve these papers by handing them to the defendant, giving them to a responsible person at the defendant's home or securing them to the defendant's door if no one is home.

According to district court Civil Rule 4, service can also be made to a lawfully authorized agent, an appointed guardian or conservator, a private corporation by leaving copies at the corporation office with an employee, or by delivering to an agent appointed to receive same.

G. Termination of Tenancy

The landlord or the tenant may end a week-to-week oral or written rental agreement (tenancy) by sending a written notice (like the copy of section 56c in the appendix) by first class

(regular) mail to the other party. It must be postmarked more than ten days before the specified termination date. A month to month tenancy or any periodic (specified time) tenancy of more than a month but less than a year may be terminated by the same type of notice (section 56c) mailed first class, and postmarked more than 30 days before the given termination date. A year-to-year tenancy can be terminated by the aforementioned notice, mailed first class, and postmarked more than three months before the end of the year's term.

An elderly tenant (age 65 or older) may terminate a written lease agreement if entering a residential care/assisted living facility (defined under RIGL 23-17.4-2), a nursing facility, or a private or public housing complex designated by the federal government as housing for the elderly.

According to RIGL 34-18-15 (e) the tenant may give the written termination notice to the usual person receiving the rent. Proof of admission or pending admission into the mentioned facility or complex must accompany the notice. A specific termination date must be stated in the notice which has to be forty five days (or more) after the next rental payment due date. Tenants with monthly agreements still follow the 30 day procedure for month to month tenancies.

H. Payment of Moving Costs

If a tenant's personal property is removed from the rental premises by court order, the tenant must pay the entire cost of moving and prepaid storage costs (to the sheriff or other person legally responsible for the property being moved) before being able to get back said property. Although moving a tenant's belongings into storage is usually left up to the sheriff after (and only after) a court ordered eviction, the landlord can take on this responsibility with the tenant's agreement (should be in writing). The landlord should be aware that damages occurring as a result of the move might then be his or her responsibility.

Once belongings are in storage, if unable to raise the money to get them out, the tenant should contact the moving storage company and ask to be notified of the date the property will be auctioned off. It may be possible to get the property back at that time by submitting the highest bid.

3. LANDLORD RESPONSIBILITIES

A. Security Deposits and Other Prepayments

A landlord can take a security deposit from a tenant at the beginning of a new rental term but it cannot exceed one month's rent. Taking a greater sum subjects the landlord to a possible suit under section 56f of the "Act". The deposit must be returned within twenty days after the tenant gives proper notice, moves out, returns the key, and provides a forwarding address. When returning the deposit, the landlord must send the tenant an itemized notice listing any legal deductions withheld from the money being returned. Such deductions can only be for unpaid rent

(not future rent that might be legally owed), and physical damages other than ordinary wear and tear.

If the landlord fails to comply with the law concerning the return of a security deposit, the court may require a damage payment to the tenant of twice the amount illegally withheld, plus attorney fees. When rental property is sold, security money should be transferred to the new owner since it is this individual who will be held legally responsible for the return of funds when the tenant moves.

Separate amounts of money can be requested from a new tenant for prepaid rents, etc. Since the State law does not specifically govern such payments, disputes must be settled in Small Claims Court or through a civil court action like any other monetary dispute or by bringing an action in the local district court by filling out and submitting a Landlord-Tenant Complaint form (see section 56f under form titles in appendix).

B. Disclosure

At or before the time a tenant moves into a new unit, the landlord must provide the name, address, and phone number of the person owning or legally responsible for managing the rental premises and to whom legal notices and court orders should be sent. This information must be kept current or the person failing to do so automatically becomes responsible for receiving/sending all notices and demands. In such a case, this person would also be responsible for all other landlord obligations and agreements to the tenant as well. A landlord who is not a resident of this state shall designate and continue to have an agent who is a resident of this state or a corporation authorized to do business in this state. Written designation of the agent's name and address must be filed with the secretary of state and with the clerk of the town or city where the dwelling unit is located. Failure to comply with these requirements (under RIGL 34-18-22.e) will result in both a fine and rent abatement until such compliance occurs.

C. Delivering Possession

At the beginning of a rental term, the landlord must make the dwelling unit available to the tenant as per the rental agreement (if a rent payment has been made). If a former tenant, or occupant in that tenant's household, has not vacated the unit although given legal notice to do so, it is the landlord's responsibility to bring a court action to gain possession.

D. Maintaining Premises

Landlords must comply with state building code (RIGL 23-27.3) requirements concerning all new construction, additions, or repairs that are done or are needed. It is also extremely important that rental units be kept in a continually fit and habitable condition. When a unit is initially rented and during any period of occupancy, state law requires that a unit meet the housing standards of the Rhode Island Housing Maintenance and Occupancy Code (RIGL 45-

24.3), as well as local related ordinances. If a unit is sub-standard and repairs are not made in a prompt and satisfactory manner, there are certain options available to the tenant under the Residential Landlord and Tenant Act as well as under the aforementioned housing code laws.

The landlord is responsible for maintaining all common areas both inside and outside the dwelling. It is also the landlord's responsibility to make sure all electrical, plumbing, sanitary, heating, and other facilities (and appliances provided as part of the rental agreement) are kept in operable condition and meet housing code standards. The landlord must provide rubbish containers (or other storage facilities) for occupants if there are four or more rental units in the dwelling. He or she is also obligated to provide hot and cold running water at all times and must provide heat (68 degrees minimum but it may be higher under some local ordinances) between October 1st and May 1st, except when heat or hot water are generated by an installation controlled solely by the tenant and supplied directly by a public utility connection.

Generally, minor repairs of a structural nature are the responsibility of the landlord (if needed as a result of normal wear and tear) as well as all major repairs. As will be mentioned elsewhere, certain minor repairs, as well as cleanliness, and repairs needed as a result of the tenant's (or guest's) negligence or purposeful destruction are usually the tenant's responsibility. There can be a written agreement made between a landlord and a tenant which allows the tenant to do specified repairs, maintenance, alterations, and remodeling. But such an agreement must be made in good faith, in writing, signed by both parties, and supported by adequate compensation. The agreement cannot be made so the landlord can avoid his or her responsibility under applicable building and housing codes, nor does it in any way diminish or affect the landlord's obligation to other tenants on the premises.

E. Duty to Notify Tenant of Violation

Within 30 days of getting a housing code violation notice from the state or municipality, a landlord must send copies to affected tenants, unless violations have been corrected to the satisfaction of the housing code inspector.

By law, a landlord must inform a prospective tenant of any outstanding housing code violations which exist on the building where the rental is going to be.

F. Limitation of Liability

An owner will be relieved of legal responsible for a rental unit as of the date it is sold if proper written notice has been given to the tenants. This notice must include the name, address, and telephone number of the person or persons purchasing the property. Likewise, a manager is relieved of liability upon termination of employment if tenants have been informed of the effective date and have been told who will be assuming responsibility at that time.

If applicable, an owner must also include in the notice that housing code violations have been eliminated or that the buyer, or lessee has been provided with copies of all outstanding violations and that the local housing code enforcement office has been notified of the sale and name of the buyer or lessee.

4. TENANT RESPONSIBILITIES

A. Maintaining Premises

A tenant must comply with required State and local health and safety code standards. The rental unit and shared interior/exterior areas must be kept clean and safe from hazards. The garbage, rubbish, and other wastes must be removed from the unit (as necessary) and disposed of in a proper manner. The plumbing fixtures and facilities must be kept in a clean and satisfactory condition. All electrical, plumbing, sanitary, heating, and other facilities and appliances on the premises must be used in a reasonable manner. There must be no deliberate or negligent destruction, defacing, impairment or removal of anything that is attached to or otherwise part of the premises. Also, the tenant is responsible for the conduct of family members and visitors in regard to the previously mentioned situations.

The tenant should: avoid causing noisy or unruly disturbances which may bother other people; bring regular maintenance and major repair situations to the landlord's attention on an "as needed" basis; and notify the landlord promptly of any conditions that may cause deterioration of the premises.

Finally, the tenant must not use the premises or adjacent public property for: the unlawful manufacture, sale, delivery, use, or keeping of a controlled substance (narcotics); or an attempted or actual crime of violence, as defined by law.

B. Rules and Regulations

The tenant has a legal obligation to abide by lawful rules and regulations, concerning the use and occupancy of the premises, if properly informed of them at the time the initial rental agreement was made, or upon proper notice thereafter.

After entering into a rental agreement, substantial changes in rules or regulations that will have a material effect on the rental cannot be made unless agreed to in writing by the tenant.

Rules and regulations must promote: the convenience, safety, and welfare of all tenants; preservation of the property from damage or abuse, and; a fair distribution of services and facilities among tenants.

C. Access

A landlord must give a minimum two-day verbal or written notice when needing to enter a tenant's rental unit. Entry should be during reasonable hours and only for such legitimate

business reasons such as inspections, repairs, alterations, improvements, supplying necessary services, or showing the unit to potential buyers or renters. Only under extreme circumstances, emergencies or as provided for under RIGL 34-18-39 (Failure to maintain) or 40 (Remedies for abandonment) can the landlord enter without notice or a court order. Right of entry must not be abused or used to harass the tenant. If such actions take place, or the landlord enters without notice (note aforementioned exceptions), the tenant may go to the local district court to seek injunctive relief to prevent reoccurrences, or terminate the rental agreement (see 5A).

If a request for access has been properly made, the tenant must allow reasonable entry or negotiate an alternative time. If the tenant refuses lawful access, the landlord can seek an injunction to compel access or terminate the rental agreement.

Actual damages incurred plus court costs and attorney's fees may be sought if either party has to take court action over aforementioned access problems.

D. Other Obligations

Unless otherwise agreed, the tenant must use the rental unit only as a place to live.

The tenant may be required (if stipulated in the rental agreement) to notify the landlord of any intended absence from the unit which exceeds ten days; notification (in such a case) is to be given no later than the first day of the extended absence.

5. NONCOMPLIANCE BY LANDLORD

A. In General

When a landlord is not complying with the rental agreement or there are repairs needed and a substantial health and safety problem is being caused by the noncompliance, the tenant may send or give the landlord a written notice pointing out the specific problem that is:

1) causing a violation of the agreement or,
2) the failure to maintain the premises as specified under Section 22 of the "Act" (as mentioned in summary form in subsection 3D in this handbook).

The tenant may state the rental agreement shall terminate on a certain date (must be more than 30 days after landlord received the notice) if the breach is not taken care of in 20 days. The rental agreement will then terminate as provided in the notice if the problem is not fixed by repairs, damage payments, or if the landlord fails to make an ongoing, good faith effort to comply within the 20-day deadline period.

If substantially the same thing listed in a prior notice recurs within six months, the tenant may terminate the agreement after 14 days written notice by stating what the breach is and when the termination date of the agreement will be. A tenant can't terminate an agreement for a

condition caused by a deliberate or negligent act for which the tenant, his or her family or a person on the premises with the tenant's permission, is responsible.

If the rental agreement is terminated through proper notice, (as mentioned), the landlord must return recoverable security and prepaid rent. In addition to the aforementioned actions, a tenant may seek (if necessary) to recover actual damages and obtain injunctive relief for the landlord's noncompliance. Payment for attorney's fees may also be sought if the noncompliance has been willful (done intentionally).

B. Failure to Deliver Possession

If the landlord fails to allow a new tenant to take possession of the rental unit as promised in the rental agreement, the tenant is not obligated to pay rent until the unit is made available. In addition, the new tenant may:

1) get out of the rental agreement after having provided a five-day written notice to the landlord, who is then obligated to return all prepaid rent and security, or
2) demand the landlord honor the terms of the rental agreement and bring legal action for possession of the unit (if necessary) so the new tenant can move in. If the landlord's failure to deliver possession is willful and not in good faith, the new tenant may recover up to three month's rent or triple the actual damages involved plus attorney's fees.

C. Self Help for Minor Repairs

If the landlord does not live up to his or her responsibilities (see subsection 3D) in maintaining the premises (excluding common areas), and the cost to make the necessary repairs is under $125, the tenant may make repairs or have them done in a workmanlike manner. The repairs must be good enough to pass State and local housing and building codes. The tenant may then deduct the actual and reasonable cost, or value of the repairs, from the rent that is paid the following month.

When using self help for the aforementioned repairs, the tenant must do all of the following:

1) notify the landlord in writing of the intention to correct the condition at his or her expense; and
2) wait 20 days as specified in the notice to the landlord to see if he or she complies or makes a good faith effort to comply by correcting the conditions; if it is an emergency situation and the landlord can't be reached or fails to comply as quickly as conditions require the tenant may act sooner.
3) when the next rent payment is due, submit a written statement listing actual or fair and reasonable costs of repairs made and pay the remaining rental amount owed.

The tenant can't repair at the landlord's expense if the condition was caused by a deliberate or negligent act or omission of the tenant, his or her family, or persons on the premises with the tenant's permission.

D. Failure to Supply Heat, Water, Hot Water, or Essential Services

If, contrary to the rental agreement or responsibilities as stated under section 22 of the Residential Landlord and Tenant Act, the landlord willfully or negligently fails to supply heat (between October 1st and may 1st), running hot and cold water, electric, gas, or other essential services, the tenant may give notice to the landlord mentioning what the failure is, and:

1) get heat, running hot and cold water, electric, gas, and other essential services for the period of time the landlord is not supplying them and deduct the cost from the following month's rent; or
2) seek court damages based on the decreased "fair rental value" of the unit, or
3) stay elsewhere during the time the utilities or services are not supplied and not be liable to the Landlord during that period of time. In addition, the tenant may recover the cost of the substitute housing (not exceeding the usual weekly or monthly rental amount paid) plus attorney's fees.

If the tenant takes any of the aforementioned actions, he or she can't take advantage of alternative remedies under the "Act" such as 1) giving notice of moving out after 30 days if the problem is not taken care of in 20 days or, 2) making a "self help repair" if the cost is under $125. In addition, the tenant must give proper notice (see subsection 2C in this handbook) to the landlord and can't use these remedies if the condition was the result of deliberate or negligent action by the tenant, a member of the tenant's family, or someone on the premises with the tenant's permission.

E. Noncompliance or Retaliation as Defense in Eviction Action

When a landlord brings a court eviction action or sues to recover overdue rent, a tenant may (if able to provide supportive evidence) enter a counterclaim for amounts recoverable under the rental agreement or the "Act". The tenant may also use the landlord's failure to comply with aforementioned requirements or obligations as a defense in the eviction proceedings.

Section 46 of the Residential Landlord and Tenant Act (entitled, Retaliatory conduct prohibited) prohibits landlords from retaliating by increasing the rent or decreasing services, or by bringing, or threatening to bring legal action against tenants who: justifiably complain to minimum housing code officials or other government agencies about building or housing code violations which may affect tenant health or safety; complain to the landlord about minimum housing violations or other matters mentioned in section 22 of the "Act"; organize or become members of tenant unions; or who take advantage of any other legal rights or remedies.

If a landlord does attempt to retaliate in one of the aforementioned ways, the tenant should contact an attorney. There are tenant remedies mentioned under section 34 of the "Act" for some of the violations and a defense for retaliatory eviction actions under section 46. But since there are certain factors which determine whether or not a court action brought by a landlord may be retaliatory, the tenant is strongly advised to either follow the law closely in presenting this defense or discuss the matter first with an attorney.

F. Fire, Casualty Damage or Condemnation

When a rental unit has to be vacated because it is substantially damaged or destroyed by fire or casualty, the tenant may move out immediately and notify the landlord in writing (within 14 days) of an intention to terminate the rental agreement. In such a case, the agreement will have an effective termination date as of the time the tenant moved out.

If the unit is still livable, the tenant may vacate any part of it that is unusable and the rent must be proportionately reduced by the fair rental value lost (as required by section 33 of the "Act").

When rental agreements are terminated in such situations, the landlord shall return security recoverable under section 19 of the "Act" and all pre-paid rent for any period of time after the date of the fire or casualty damage.

The landlord has the right to sue to recover whatever he or she may be legally entitled to if the fire or casualty damage was caused either negligently or deliberately by the tenant.

G. Remedy for Unlawful Ouster, Exclusion, Diminution of Services

A landlord cannot retaliate or otherwise take action against a tenant by unlawfully removing or excluding a tenant from the rental premises, increasing the rent, or reducing services by interrupting heat, running hot and cold water, electric, gas, or other essential services. It is usually considered unlawful if a landlord does any of the aforementioned things after a tenant has: complained to a government code enforcement agency about property code violations having a significant affect on health or safety; complained to the landlord about his or her failure to abide by responsibilities for maintaining the premises; organized or joined a group involved with tenant issues, or made use of any other right provided tenants under Rhode Island laws.

If the landlord does act illegally against a tenant for one of the reasons mentioned, the tenant may regain possession of the unit or end his or her rental agreement by having an attorney bring legal action. If such action has to be taken, the tenant can sue for an amount equal to either three month's rent or triple the actual damages caused, plus attorney's fees.

H. Remedy for Wrongful Failure to Return Security Deposits or Other Prepaid Amounts

The landlord must return the security deposit or a listing of damages and the remaining amount (if any) within 20 days after the tenant moves, returns the key, and leaves a forwarding address. If the money and/or a list of any damages is not provided as the law demands, the former tenant can initiate legal action through the local district court by filing a "Lordlord-Tenant Complaint" form (RIGL 34-18-56f is provided by the court clerk) for non-eviction situations and appearing on the court date specified with proof of having made the original clerk and filing the claim through a small claims court action. If the tenant files a court action under section 56f to recover security funds which legally should have been returned, the judge may allow the tenant the amount due together with damages equal to twice the amount wrongfully withheld, plus attorney fees. A request for such damages must be made when filling out the complaint form.

While the tenant has similar legal options for recovering other prepayment amounts, the "Act" does not specify that specific damages and attorney fees may also be sought.

6. NONCOMPLIANCE BY TENANT

A. Failure to Maintain

A tenant must keep his or her rental unit up to certain minimum maintenance standards as previously listed under "TENANT RESPONSIBILITIES" (see page 7) and itemized in detail under section 24 of the "Act". If a health and safety problem arises for which the tenant is responsible and no corrective action is taken, the landlord can make a written demand that the repairs, replacement or cleaning be done within 20 days (it must be done immediately if it is an emergency situation). If it is not done as specified, the landlord will have the legal right to enter the rental unit, have the necessary repairs done, and charge the tenant for it as part of the next rental payment due. If the rental agreement has terminated, the bill can be presented for immediate payment.

B. Eviction for Failure to Pay Rent

If the tenant fails to pay the rent within 15 days of the time it is normally due, the landlord can send a written notice (similar to section 56a of the "Act") telling the tenant the specific amount overdue must be paid in 5 days of the notice mailing or the rental agreement will end and the landlord will go to court to evict the tenant.*

If the landlord doesn't receive the overdue rent within the allotted time, he or she may file a section 56d "Complaint for Eviction for Nonpayment of Rent" form in the local district court.

Copies of the eviction complaint, a RIGL 34-18 section 56g court summons and section 56j tenant answer form are then given by the court clerk to the landlord to be sent by first-class mail to the tenant. Copies are also served on the tenant by a court sheriff. If there is a reason the

eviction shouldn't take place the answer form should be filled out and copies should be sent to the landlord/lawyer and the court before the hearing. The tenant should attend the hearing and ask to be heard to provide his or her defense as stated in the answer form. The eviction may also be stopped by paying the back rent, up to or at the hearing. This option to pay after a court eviction action has been started is not allowed tenants who have received other 5-day late notices within the prior 6 months.

The court won't allow an eviction for non-payment if there is evidence an attempt to make full payment was legally made but refused by the landlord. Therefore, tenants should keep returned checks, cash, etc., to show an attempt was made to pay, if in fact, this was true.

> *Acceptance of partial payment of rent does not waive the landlord's right to seek the remaining amount or to proceed with normal eviction procedure for "nonpayment of rent."

C. Eviction for Failure to Abide by Rental Agreement

If the tenant fails to abide by the rental agreement and the breach is substantial, the landlord should send a written notice (similar to section 56b of the "Act") to the tenant pointing out the specific problem and what the tenant must do (make certain changes, repairs, payments, etc.), to remedy the situation. The landlord must also specify that the problem must be remedied within 20 days of the notice mailing or the rental agreement will end on the 21st day (or later if so stated).

If the tenant does not take care of the situation by the given date, the landlord can file an action with the local district court using the section 56e form of the "Act" entitled, "Complaint for Eviction for Reason Other Than Nonpayment of Rent."

If the same violation of the rental agreement has occurred within the prior 6 months, the landlord can simply end the rental agreement with a 20-day written notice, specifying the breach and the termination date. No allowance for time to make changes, repairs, payments, etc., is required in this situation.

The landlord does not have to send the tenant any notice of noncompliance if the tenant has violated section 24 (8), (9), or (10) of the "Act". These subsections concern a tenant being involved with illegal narcotics, other controlled substances, any crime of violence in the rental unit or on the premises, or if any of these activities occur on adjacent public property and the tenant is proven to be involved. In such a case, the landlord can file an immediate eviction complaint at the local district court using the RIGL 24-18-56e form as provided by the court clerk.

D. Eviction for Unlawful Possession of Unit After Rental Term Ends.

If the tenant continues to stay in a rental unit without the consent of the landlord after the rental term is legally over, or after the date either the landlord or tenant has previously given in a legal notice as a termination date of the tenancy, or due to a breach of the tenant's obligations concerning drugs, controlled substances or acts of violence, the landlord may start an eviction action. This action may be taken in the local district court as of the first day of the unlawful holdover by requesting and filling out form section 56e of the "Act", entitled, "Complaint for Eviction for Reason Other Than Nonpayment of Rent." The section 56h summons that will be sent to the tenant with a copy of the complaint will provide 20 days from the date served for filing an answer. After this time, a hearing will be held and the court will make a decision on the eviction. The tenant may be evicted and fined up to 3 months rent and attorney's fees if the court finds the tenant's failure to move was willful (see definition on page 2) and not in good faith. A landlord could use this procedure to evict if a roommate or someone else who was not involved in the rental agreement continued to stay after the original tenant left.

E. Remedies for Abandonment

If the tenant abandons (see definition on page 1) the rental unit, the landlord must take certain steps to recover and re-rent the unit. The first thing the landlord must do is send a certified letter (return receipt requested) to the tenant's last known address stating a reply must be received in 7 days or the unit will be re-rented. If the notice is returned undelivered or the tenant fails to contact the landlord within 7 days, the landlord can attempt to re-rent the unit for a reasonable rental amount. The former tenant will not be held responsible for rent for any time after re-rental. If the landlord fails to make an honest attempt to re-rent, or accepts the abandonment, the rental agreement ends as of the time the landlord has notice of the abandonment.

If any personal possessions of value are left in the rental unit, the landlord should carefully store them in a safe place for a "reasonable" amount of time to be returned to the (former) tenant without restrictions if the tenant requests them back. A "good faith" effort should be made to contact the former tenant and copies of correspondence or records of contact attempts should be kept for future reference if needed.

F. Waiver of Right to Terminate

If the landlord accepts rent knowing the tenant has violated or strayed from the conditions of the rental agreement, the right to end the agreement for that particular situation is waived unless the landlord sends the tenant a written notice within 10 days stating acceptance of the rent does not waive the right to seek legal remedies for the issue in question.

G. Remedy after Termination

Once a rental agreement has been legally terminated by proper notice, the landlord has the right to take appropriate court action to: regain possession of the rental unit; get rent payments owed; and make claim for actual damages that might have occurred if the tenant violated the rental agreement. The landlord can also seek attorney's fees from the court.

H. Recovery of Possession Limited

A landlord can't take possession of a rental unit by "self help" methods such as moving a tenant out against his or her will (or having someone else move the tenant's belongings out), stopping or reducing existing services to the tenant (except in case of abandonment, or as otherwise permitted by the "Act"), forcing the tenant out by threats, or changing the locks for the rental unit (or exterior access).

This does not protect individuals who may move into vacant apartments without owner permission. Since this is illegal, the police should be contacted to deal with such trespassers.

7. APPENDIX

A. Notice, Complaint, and Summons Forms under R.I. General Law 34-18-56

NOTICE FORMS:

Many actions in a landlord-tenant relationship require sending a preliminary written notice to the other party.

There are four major written notices which must be used for certain occurrences prior to any other action that may be necessary. Forms for three of these notices are reproduced on the following pages as they appear under subsections 56a, b, and c of the "Act". Subsection 56c has been written in two versions. The first is as it appears in the "Act" (worded for landlord use), and then as in a suggested form as a valid guide for tenant use. These forms can be copied for use "As is" or (like 56c for tenants) used as a guide in covering necessary information.

The fourth major notice concerns rent increases. There is no form provided for this notice under section 56. Legal requirements under RIGL 34-18-16.1 simply state that a minimum thirty-day written notice must be given to a tenant prior to the effective date of any intended rental increase. Although not stated it may be assumed that the effective date of a rent increase cannot predate the expiration of a current rental term. Landlords or tenants may wish to seek legal opinions on this issue, especially as concerning notice needed regarding increases under rent "escalator clauses" which occur in many longer term leases for utility or tax increases.

1) R.I.G.L. 34-18-56a

A notice in substantially the following language must be sent to a tenant prior to starting an eviction under section 34-18-35:

FIVE-DAY DEMAND NOTICE
FOR NONPAYMENT OF RENT

R.I.G.L 34-18-35

Date of Mailing _____

TO: _____
(tenant)

_____

_____

You are now more than fifteen days in arrears for some or all of the rent owed under your rental agreement. State law requires that you be sent this Notice of Arrearage.

Unless you make payment of all rent in arrears within five days of the date this notice was mailed to you, an eviction action may be instituted in court against you. You can prevent the eviction by paying all rent owing within five days of the mailing of this notice.

If you believe you have a legal reason for not paying this rent, you will be able to present that defense at the eviction hearing. The rent in arrears as of the above date is $_____.

_____
(signature)

\

_____

_____
(name and address of landlord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, address to the tenant, on the _____ day of _____, 20_____.

_____
(landlord or owner signature)

2) R.I.G.L. 34-18-56b

A notice in substantially the following language must be sent to give a tenant notice of noncompliance with the rental agreement under section 34-18-35:

NOTICE OF NONCOMPLIANCE

R.I.G.L 34-18-36

Date of Mailing _____

TO: _____
(tenant)

_____
_____
_____
(address)

You are in breach of your rental agreement, or of your legal duties under R.I.G.L. 34-18-24, because you:

_____
_____
(provide details)

To remedy this situation, you must do the following within twenty days of the date of mailing of this Notice:

_____
_____

If you do not remedy this situation within twenty days, your rental agreement will terminate without further notice on _____ (date which must be not less than twenty-one days from the date of mailing of this Notice). (NOTE: Under the law you lose this right to remedy your noncompliance if this is the second notice on the same subject within the past six months). After that date an eviction case may begin in court, and you may be served with a complaint. You will have the right to a hearing and to present any defenses you believe you have.

_____
(signature)

_____
(name and address of landlord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, address to the tenant, on the _____ day of _____, 20_____.

_____
(landlord or owner signature)

3a) R.I.G.L. 34-18-56c (for landlord use)

A notice in substantially the following language must be delivered to the tenant at least 10 days before ending a weekly rental agreement; 30 days before ending a monthly agreement; and 3 months prior to lease expiration when ending a yearly agreement. This will serve as a notice terminating tenancy pursuant to section 34-18-37.

NOTICE OF TERMINATION OF TENANCY
R.I.G.L 34-18-37

Date of Mailing _____

TO: _____
(tenant)

_____

_____
(address)

You are hereby directed to vacate and remove your property and personal possessions from the premises located at _____ (address of premises) and deliver control of the premises to the landlord/owner on the first day after the end of your current rental period, namely _____.
(insert date)

This Notice is given for the purpose of terminating your tenancy. You must continue to pay rent as it becomes due until the date indicated above. If you fail to pay that rent, a nonpayment eviction action may be instituted against you.

If you fail to vacate the premises by the date specified, an eviction may be instituted against you without further notice. If you believe you have a defense to this termination, you will be able to raise that defense at the court hearing.

_____
(signature)

\

_____

_____
(name and address of landlord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, address to the tenant, on the _____ day of _____, 20_____.

_____
(landlord or owner signature)

3b) R.I.G.L. 34-18-56c (draft version for tenant use)

This form is substantially similar to section 56c (see 3a on preceding page). It was drafted to serve as a guide for tenants who must write notices of termination to landlords as required by section 34-18-37. A notice including the following information must be delivered to the landlord at least 10 days before ending a weekly rental agreement; 30 days if it is a monthly agreement; and 3 months prior to lease expiration if ending a yearly agreement.

NOTICE OF TERMINATION OF TENANCY

R.I.G.L 34-18-37

Date of Mailing _____

TO: _____
(landlord/owner)

_____
_____
_____
(address)

You are hereby notified that I am vacating and removing my property and personal possessions from the premises located at _____
(address of premises)
and delivering control of the premises (keys, etc.), to you on or before the first day after the end of my current rental period; namely, _____.
(insert date)

This notice is given for the purpose of terminating my tenancy. I will continue to pay rent as it becomes due until the date indicated above.

_____
(tenant signature)

_____ and _____
_____ _____
(current address of tenant) (new address tenant will move to)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, address to the tenant, on the _____ day of _____, 20_____.

_____
(tenant signature)

COMPLAINT AND SUMMONS FORMS:

Forms for the following actions must be sought at the local district court clerk's office. Some of these forms (such as the complaint forms) can be taken and returned when completed, others must be filled out there. The Tenants' Answer form (unlike the others) is filled out by the tenant after it is received in the mail or served by a sheriff (along with a complaint and summons) then the original must be returned to the court clerk and a copy mailed to the landlord or his/her attorney (follow instructions on "Summons" for complete details).

1) Complaint for Eviction for Nonpayment of Rent
(R.I.G.L. 34-18-56d)

-- must be used to start an eviction action in court for nonpayment of rent as mentioned under R.I.G.L. 34-18-35.

2) Complaint for Eviction for Reason Other Than Nonpayment of Rent
(R.I.G.L. 34-18-56e)

-- must be used to start an eviction action in court for noncompliance with the rental agreement as mentioned under R.I.G.L. 34-18-36; a failure to maintain the rental unit, drug involvement, or involvement in a crime or violence as specified under R.I.G.L. 34-18-24; or for unlawfully holding over after the rental agreement has expired or been terminated as mentioned under R.I.G.L. 34-18-38.

3) Landlord-Tenant Complaint (not for use in evictions) (R.I.G.L. 34-18-56f)

-- used by landlords or tenants to bring a claim or action (other than an eviction) to court. This form can also be used to bring an action against a former Landlord or tenant.

4) Summons for Eviction-Nonpayment of Rent (R.I.G.L. 34-18-56g)

-- used by the court as mentioned under (R.I.G.L. 34-18-35 to officially notify the tenant of an action being taken for eviction for nonpayment of rent and stating the time, date, and place of the action (hearing).

5) Summons for Eviction for Reason Other Than Nonpayment of Rent (R.I.G.L. 34-18-56h)

-- used by the court to officially notify the tenant of pending action for an eviction to be pursued under R.I.G.L. 34-18-36 for noncompliance with the rental agreement; or R.I.G.L. 34-18-38 for unlawfully holding over after termination or expiration of tenancy. The time, date, and place for

a court hearing may be set after the 20 day period by a written request made by either the landlord or the tenant.

6) Summons for Claims Other Than for Eviction (R.I.G.L. 34-18-58i)

-- used by the court as official notification to the other party in actions relating to any claims by either current or former tenants or landlords other than for eviction. The time and date of the court hearing will be subject to case scheduling procedure under Rule 4 of the district court civil rules.

7) Defendant/Tenant Answer (R.I.G.L. 34-18-56j)

-- an answer form to be used by a tenant to respond to the court for purposes of the hearing for an eviction preceding. Certain defenses can be checked off or the tenant can write in his or her own defense as to why the eviction action should be disapproved or delayed by the court. Follow instructions as stated in "Summons". If the copies of the answer form are not filled out and returned as stated to both the court and the landlord or his/her attorney, no defense can be considered at the court hearing. Counterclaims may also be made on this form but the tenant should do so only if such claims are of a serious nature and there is evidence available to back whatever claims are made.

B. Housing Code Checklist

The R.I. Housing Maintenance and Occupancy Code (R.I.G.L. 45-24.3) requires the following to be provided and maintained in all rental units:

ELECTRIC (R.I.G.L. 42-24.3-8)

-- Wiring, receptacle outlets (to plug into), and fixtures must be properly installed and maintained in safe condition.

-- All habitable rooms and kitchens must have at least two outlets.

-- Bathrooms and kitchens must have at least one electric light fixture.

-- All rooms and interior common areas must have adequate lighting systems and light switches.

PLUMBING (R.I.G.L. 45-24.3-6+7)

-- All plumbing fixtures and facilities must be properly used and kept in a clean and sanitary condition.

-- Kitchen sinks must be kept in good working condition and property connected to adequate hot (120 degrees) and cold water, and drainage systems.

-- Bathrooms must have properly working flush toilets, and sinks with hot (120 degrees) and cold water.

-- Every rental unit must have a private room with a properly working bathtub or shower with hot (120 degrees) and cold water.

HEAT (R.I.G.L. 45-24.3-9)

-- Every dwelling must have properly installed and maintained heating facilities which can heat all habitable rooms and bathrooms to at least 68 degrees Fahrenheit (65 degrees in Newport, 70 degrees in Portsmouth and 67 degrees in Providence), at a height of 18" above the floor, between October 1st and May 1st (see R.I.G.L. 34-18-22(6)) have minimum temperature requirements which vary from the state housing code (or may allow lower nighttime temperatures), one should call the municipal housing code official for the specific minimum degrees allowed between particular hours.

-- Unvented flame space heaters are prohibited except as provided in R.I.G.L. 45-24.3-9.2 (call local building or housing code official for further details).

-- Heat and hot water bills are the landlord's responsibility unless otherwise agreed to in the lease and under the exclusive control of the tenant (see R.I.G.L. 34-18-22(6)).

OTHER REQUIREMENTS (R.I.G.L. 45-24.3-6&10)

-- All interior and exterior areas of residential buildings must be kept weather-tight, water tight, damp free, in sound condition and in good repair.

-- Lead base paint, or other hazardous materials must be removed if they present a health or safety hazard.

-- All doors and windows must fit tightly, and must be provided with screens as well as storm doors and storm windows.*

--Shades or blinds must be provided for bathroom and sleeping room windows.*

-- Bathrooms must be adequately ventilated and have easy to clean floors that don't soak up water.

-- Kitchens must have cabinets and/or shelves for storage.

-- Rubbish and garbage must be properly disposed of. Landlords must provide containers if there are four or more units.

-- The landlord is responsible for insect or rodent extermination if two or more units in a dwelling are affected, otherwise the tenant must take care of it.

-- Every habitable room must have at least one window that opens.

-- Every dwelling unit above the first floor must have two exits leading to ground level.

Landlords are responsible for all major repairs on electrical, plumbing and heating facilities, as well as any appliances like stoves or refrigerators, if part of the rental agreement. Tenants can only be made responsible for the repairs of electrical, plumbing and heating facilities if there is a written agreement made in "good faith", signed by both parties, and supported by adequate consideration (see R.I.G.L. 34-18-22(6c)).

*Under R.I.G.L. 45-24.3-6 the owner must initially provide and install screens, storm windows and shades for a new tenant. From then on the tenant is responsible for their maintenance and replacement.

Taking rent for a residential unit obligates an owner to keep the unit up to minimum housing code standards (see R.I.G.L. 34-18-18) and failure to do so may result in tenant action (as allowed under the new "Act") or action by the local housing code official to remedy the situation.

C. Fair Housing

Fair Housing laws provide a critical way to deter and counteract housing discrimination at both the federal and state levels. The Rhode Island law was created to reinforce and expand upon the protections offered under the federal Fair Housing Act and the subsequent amendments that were made to it. General Law 34.37.2 (Title 34 Chapter 37, also known as the Rhode Island Fair Housing Practices Act) was written and passed in response to the acknowledgment that many people in the State of Rhode Island have been denied equal opportunity in rental housing accommodations because of discriminatory housing practices. The Fair Housing Practices Act was enacted to ensure that all state residents have equal opportunity to live in decent, safe, sanitary, and healthful accommodations anywhere within the state.

In brief, federal law prohibits discrimination based on race or color, national origin, mental, physical or developmental disability, sex, religion or familial status. Rhode Island law prohibits discrimination on those same criteria and expands on that to include protection based on age, sexual orientation, gender identity or expression, marital status or status as a victim of domestic violence. Because the Rhode Island law is more comprehensive, the details provided here refer to the state of Rhode Island Fair Housing Practices Act ("the Act").

The Act makes it illegal for a landlord in Rhode Island to refuse to rent to a prospective tenant, or to commit a discriminatory action or to practice discrimination by pursuing actions that hinder the search for housing, negatively impact the enjoyment of occupied housing, or make

housing unavailable to occupying or prospective tenants because of their race, color, religion, sex, age, sexual orientation, gender identity, or expression, marital status, country of ancestral origin, mental, physical or developmental disability, or familial status, or on the basis that a tenant or rental applicant, or a member of that person's household, is or has been, or is threatened with being, the victim of domestic abuse, or that the tenant or applicant has obtained or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse. The Act also prohibits acts of harassment by landlords against occupying or prospective tenants based on the characteristics cited above.

In addition, the Act prohibits any residential rental property owner from making or causing to be made any written or oral inquiry concerning the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, country of ancestral origin, mental, physical or developmental disability, age, or familial status of an occupying or prospective tenant; nor shall the owner make any written or oral inquiry concerning whether a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse, or whether a tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse.

As cited above, the Act prohibits discriminatory practices against current or potential tenants based on the tenant's physical disabilities. A property owner may not refuse to allow a person with a disability to make reasonable modifications to a rented residential unit at his or her own expense, provided the modifications are necessary to allow that person to enjoy the premises fully. The owner may, however negotiate a restoration agreement with the tenant under which the tenant pays a reasonable amount of money into an escrow account to pay the cost, when the tenant moves out, to restore the unit to its pre-existing condition, which taking into account reasonable wear and tear. A property owner may also not refuse to make reasonable accommodations in rules, policies, practices, or services, when those accommodations may be necessary to afford an occupant with a disability equal opportunity to use and enjoy a dwelling. This includes allowing full and equal access to all housing accommodations to any person with a disability who has a specifically trained guide dog or other personal assistive animal, or who obtains a guide dog or other personal assistive animal. The disabled person shall not be required to pay extra compensation for the guide dog or other personal assistive animal, but shall be liable for any damage done to the premises by the personal assistive animal.

The Fair Housing Act covers most private, public and publicly funded housing. However, certain housing is except from the provisions of the Act including:

1) a single family house sold or rented by the owner
2) owner-occupied structures of 4 units or less
3) housing for senior citizens/elderly persons is exempt if:
    a. HUD has determined that it is specifically designed for and occupied by elderly persons under a federal, state, or local government program

b. it is occupied solely by persons who are 62 or older
c. it houses at least one person who is 55 or older in at least 80% of the occupied units, and adheres to a policy that demonstrates intent to house persons who are 55 or older

PROTECTED CLASS DEFINITIONS

Under Both Federal and Rhode Island Law

Disability

- Includes physical, mental or developmental disabilities that substantially limit one or more of a person's major life activities and those who have a record of such impairment or are regarded as having such impairment as well as a person perceived to have that impairment.
- Does not include current illegal use of or addiction to control substances

Familial Status

- Includes children under the age of 18 living with parents or legal guardians, pregnant women, and those trying to secure custody of children under the age of 18. This is related directly to Lead Hazard Mitigation. Please refer to the section in this handbook that addresses this issue. It is violation of Fair Housing law for a landlord to refuse to rent to a pregnant woman or person with children as a way to avoid their lead mitigation responsibilities.

National Origin

- National origin can be based on either the birth country of an individual or where an individual's ancestors originated. The law also covers discrimination based on an individual's ethnicity, perceived ethnicity or accent.

Race or Color

- Covers discrimination based on an individual's racial group or perceived racial group or because of an individual's marriage to or association with someone of a particular race or color. This includes stereotypes and assumptions about the abilities, traits, or the performance of persons of certain racial groups.

Religion

- Covers instances of overt discrimination against members of a particular religion. It also covers less direct action against religion such as zoning ordinances designed to limit the use of private homes as places of worship.

Sex (or Gender)

- Male, Female: Includes sexual harassment defined as deliberate or repeated unsolicited verbal comments, gestures or physical contact that creates an offensive environment, or the solicitation of sexual favors in return for housing.

Under Rhode Island Law

Age

- Rhode Island law prohibits discrimination based on age defined as an individual aged 18 or older.

Marital Status

- The law protects individuals from being discriminated against based on their marital status. The law covers an individual whether they are married, never married, widowed or divorced.

Sexual Orientation

- Having or being perceived as having an orientation for homosexuality, heterosexuality or bisexuality.

Gender Identity or Expression

- The Rhode Island non-discrimination law makes it unlawful to discriminate on the basis of "gender identity or expression" which is defined as "a person's actual or perceived gender, as well as a person's gender identity, gender-related self image, gender-related appearance, or gender-related expression; whether or not that gender identity, gender-related self image, gender-related appearance or gender-related expression is different from that traditionally associated with the person's sex at birth".

Being a victim of domestic violence

- The law prohibits discrimination on the basis that a tenant, applicant or member of the household has been or is threatened with being a victim of domestic abuse or that the tenant or applicant has obtained, or sought or is seeking relief from the court in the form of a restraining order for protection from domestic abuse.

Enforcement and compliance with the Act as well as other local, State and Federal fair Housing laws sometimes requires that action be taken with regard to possible violations. A tenant may contact the following agencies for assistance.

RHODE ISLAND COMMISSION FOR HUMAN RIGHTS
www.richr.ri.gov
180 Westminster Street, Third Floor
Providence, RI 02903
222-2661 (TTY) 222-2664

BOSTON REGIONAL HUD OFFICE
www.hud.gov/fairhousing
U.S. Department of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
1-800-827-5005 (617) 994-8300 (TTY) (617) 565-5453

RHODE ISLAND LEGAL SERVICES
www.rils.org
56 Pine Street
Providence, RI 02903
274-2652

For more information on Fair Housing, visit Fair Housing Rhode Island at www.fairhousingri.org

Fair Housing Rhode Island is a coordinated statewide campaign to raise awareness about State and Federal fair housing laws, bring together information and provide fair housing resources. This website is a one-stop web-based resource center for fair housing issues. Rhode Island Housing has partnered in this campaign with the Housing Network of Rhode Island and the Rhode Island Housing Resources Commission. The Rhode Island Commission for Human Rights serves in a consultant capacity in support of this initiative.

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D. Lead Hazard Mitigation Law

The Lead Hazard Mitigation Law is designed to prevent lead poisoning in children and pregnant women. Most houses built before 1978 contain lead-based paint. Lead is poison when it gets into the body. Lead can harm people-especially children and pregnant women, who are included under Fair Housing law as members of the familial status protected class. It is a violation of Fair Housing law as members of the familial status protected class. It is a violation of Federal Housing law for a landlord to refuse to rent to a pregnant woman or person with

children as a way to avoid their lead mitigation responsibilities. Please refer to the Fair Housing section in the Appendix for more information. Most property owners who own rental housing units built before 1978 are required by the Lead Hazard Mitigation Law to fix lead hazards in these units.

If you own one of the following types of pre-1978 rental dwelling units, you are exempt from the requirements of the Lead Hazard Mitigation Law:

1.1 Rental units with a current Lead Safe or Lead Free Certificate;
1.2 Temporary housing or seasonal housing, which is defined as housing that is rented for no more than 100 days in a calendar year to the same tenant;
1.3 Housing that is specifically designated by a regulatory agreement or a zoning ordinance to house persons 62 years of age or older;
1.4 Two or three unit properties, in which one of the units is occupied by the property owner.

If you own an exempt property, you are exempt from the law. However, if you choose to get lead liability insurance coverage your insurance carrier may ask that you follow the same steps as property owners who are not exempt from the law.

1) Requirements for Owners of Rental Properties

The Lead Hazard Mitigation Law requires that most owners of rental properties built before 1978 meet the following four requirements:

1.1 Get a Certificate of Conformance for each rental unit that you own;
1.2 Give tenants information about lead hazards;
1.3 Respond to tenant concerns; and
1.4 Keep your Certificate of Conformance current.

1. Get a Certificate of Conformance

1.1 For Current Owners of Rental Properties

You must have a Certificate of Conformance for each rental unit you own. This certificate proves that you have fixed any lead hazards found in your rental property. The law requires you to get a Certificate of Conformance the first time your tenants change after November 1, 2005 and to keep your certificate current.

To get a Certificate of Conformance you, or your designee, must:

1. **Attend a Lead Hazard Awareness Class.** In this three-hour class you will learn how to find and safely fix lead hazards.

2. **Complete a visual assessment of your rental unit and surrounding property.** You must check each rental unit and the surrounding property for lead hazards using the methods learned in the class.
3. **Fix lead hazards found during the visual assessment.** You must fix the lead hazards using the safe work practices learned in the class.
4. **Request an Independent Clearance Inspection.** You must hire an authorized Lead Inspector or Inspector Technician to verify that there are no lead hazards on your property. If your property fails this inspection, you have 60 days to fix any lead hazards. Then you must ask the inspector to return and check the property again. You will receive a Certificate of Conformance after the property has passed the inspection.

If you have a *current* Lead Safe or Lead Free Certificate for the entire rental unit, you do not need a Certificate of Conformance.

1.2 For New Owners of Rental Properties

When you buy a rental property that was built before 1978, you should ask for a current Certificate regarding lead hazards on your property. If the property has a current Certificate of Conformance, you must attend a Lead Hazard Awareness class and keep your Certificate current.

If the property does not have a current Certificate of Conformance, Lead Safe Certificate, or Lead Free Certificate at the time of sale you must get a Certificate of Conformance. The steps to get this Certificate depend on the occupancy status of the rental property at the time of sale.

If a pregnant woman or a child under age six occupies the rental property, you must:

1. **Attend a Lead Hazard Awareness Class.**
   You must take the three-hour class prior to or immediately after purchasing the rental property. After completing the class, you will be able to visually inspect your rental property for lead hazards and fix them using the safe work practices that you learned.
2. **Complete a Visual Assessment.**
   You must visually inspect your rental property *within 30 days of purchase.* If you have not been trained to do a visual inspection for lead hazards, you must hire an authorized Lead Inspector or Inspector Technician. If lead hazards are found, you have 60 days to fix them and get a Certificate of Conformance.
3. **Request an Independent Clearance Inspection.**

You must hire an authorized Lead Inspector or Inspector Technician to verify that there are no lead hazards on your property. If your property fails this inspection, you have 60 days to fix any lead hazards. Then you must ask the inspector to return and check the property again. You will receive a Certificate of Conformance after the property has passed the inspection.

If the property *is vacant* or *not occupied* by a pregnant woman or a child under age six, you must:

1. **Attend a Lead Hazard Awareness Class.** In this three-hour class you will learn how to find and safely fix lead hazards.
2. **Conduct a visual inspection of your rental unit and surrounding property when there is a change in tenant.** You must check the rental unit and the surrounding property for lead hazards using the methods learned in the class.
3. **Fix lead hazards found during the visual inspection.** You must fix the lead hazards using the safe work practices learned in the class.
4. **Request an Independent Clearance Inspection.** You must hire an authorized Lead Inspector or Inspector Technician to verify that there are no lead hazards on your property. If your property fails this inspection, you have 60 days to fix any lead hazards. Then you must ask the inspector to return and check the property again. You will receive a Certificate of Conformance after the property has passed the inspection.

1.2 For Owners of Ten or More Residential Properties Units

Under the Lead Hazard Mitigation Law, property owners who own 10 or more residential rental units built between 1960 and 1978 may apply for a special provision called Presumptive Compliance. If you own 10 or more rental housing units, you must either get Certificate of Conformance for each individual rental unit or you must get a Certificate of Presumptive Compliance for some or all of your rental units.

First you must select the rental units that you want covered by the Certificate of Presumptive Compliance. Rental units that have a Lead-Safe or a Lead-Free Certificate cannot be selected for the Certificate of Presumptive Compliance.

To apply you must meet the following conditions:

1) No major outstanding Minimum Housing Code Violations (as defined by the Housing Resources Commission) in any of the selected rental properties.
2) No history of repeated lead poisoning of children living in any of your rental properties.

If you meet these conditions, then you must:

1) **Request Independent Clearance Inspections.**
   You must hire an authorized Lead Inspector or Inspector Technician to complete Independent Clearance Inspections on at least 5% of your selected rental units, but not less than 2 rental units.
2) **Submit a completed application.**
   If your properties pass the Independent Clearance Inspections, you must submit a completed application and all required documents to the Housing Resources Commission. The application for presumptive compliance is available at www.hrc.ri.gov.

2. Give Tenants Information about Lead Hazards

The law requires that you give your tenants:

2.1 Information about how to help protect their family from lead hazards.
2.2 The name, address, and telephone number of a contact person whom they can call if they find lead hazards. This can be you or a person you choose.
2.3 A copy of the most recent Independent Clearance Inspection Report.

3. Respond to Tenant Concerns about Lead Hazards

Your tenant must first bring any concerns about potential lead hazards to you or your contact person. You must respond to these concerns within 30 days. If you find lead hazards, you must fix them using safe work practices. If you do not respond, or the tenant feels that you have not fixed the lead hazards, the tenant can bring his or her concerns to the Housing Resources Commission, who will investigate. If the Housing Resources Commission finds lead hazards, they will issue a Notice of Violation. If you do not respond to this notice or do not fix the lead hazards within 30 days, the housing Resources Commission will file a complaint with your city or town housing code official.

4. Keep your Certificate of Conformance Current

4.1 For New and Current Property Owners

The Certificate of Conformance must be renewed every 2 years. According to the tenancy status, follow these steps to renew your certificate:

When there has been a change in tenants: You must hire an authorized Lead Inspector or Inspector Technician to do an Independent Clearance Inspection within 30 days of renting the unit to new tenants. Only one Independent Clearance Inspection is needed in a 24-month period, even if there has been more than one change in tenants.

When there has been no change in tenants: If it has been two years since you received or renewed your Certificate of Conformance and there has been no change in tenants, you must complete a visual inspection of the rental unit to renew your certificate. Then you must fill out an Affidavit of Completion of Visual Inspection. The affidavit can be obtained from the Housing Resources Commission.

4.2 For Owners of Ten or More Residential Rental Units

The Certificate of Presumptive Compliance must be renewed every 12 months. Each year you must hire an authorized Lead Inspector or Inspector Technician to inspect a portion of your selected housing rental units (5% of total selected units but not less than 2 units). The inspector must inspect different properties each year. Once the units have passed the Independent Clearance Inspections and received a Certificate of Presumptive Compliance, these certificates can be kept current through an Affidavit of Completion of Visual Inspection every 2 years. The affidavit can be obtained from the Housing Resources Commission.

Information Your Property Insurer May Require

If you are buying lead liability insurance for your rental property, your insurance carrier may require you to provide proof of compliance with the Lead Hazard Mitigation Law. Check with property insurer or agent for the type of certificate they require and coverage they provide.

About Vacation Homes

If you rent your vacation property for more than 100 days to the same tenant in any given year, you must meet all of the requirements of the law.

2) Tenant Rights and Responsibilities

As a tenant you have the following rights:

1. **You have the right to know how to protect your family.**
   When you move in your landlord must give you:
   1.1 An Environmental Protection Agency approved booklet called "How to Protect Your Family from Lead in Your Home".
   1.2 A Lead Disclosure Form.
   1.3 A copy of the most recent lead inspection report for your rental unit (this should have either a **valid** Certificate of Conformance or a Lead Safe Certificate).
   1.4 A written statement telling you the name, address, and phone number of the person to contact if there is a problem with your apartment.

2. **You have the right to take action.**
   Report any lead hazards to your landlord in writing. You may use the Notice of Deteriorated Conditions Form to report lead related problems. Write down the hazards that you see, and then give the form or the letter to your landlord. Keep a copy for your records. You may have to leave your unit during repairs. If you have to vacate the unit for more than three consecutive days and nights you may not be required to pay rent for this period of time. If the landlord chooses to provide you with an acceptable place to stay while the repair work is being done, you will have to pay rent. *Make sure the arrangements are in writing.*

3. **You have the right to ask questions.**
   3.1 Has the rental unit been inspected for lead?
   3.2 If lead remediation work will take place in my unit, is the person doing the work trained to do lead repair work?
   3.3 For how long will I have to leave the rental unit due to the lead repair work?
   3.4 Will the landlord provide me with a suitable temporary place to stay?

4. **You can file a complaint**
   If you believe the repair work is not adequate, or if your landlord does not fix the lead hazards within 30 days after receiving the Notice of Deteriorated Conditions Form, file a complaint with the Housing Resources Commission. If you report any lead hazards on your rental property, your landlord cannot force you to leave your apartment, raise your rent, or take any other action to punish you for reporting the lead hazards.

As a Tenant you have the Following Responsibilities:

1. You are responsible for keeping your rental unit in a clean and sanitary condition.

2. You are responsible for letting your landlord know about any lead hazards. These include chipping, peeling, or cracking paint that you find in your rental unit. Use the Notice of Deteriorated Conditions Form to let your landlord know.

Landlords and Tenants have other rights and responsibilities for general maintenance and repair that are defined by your local city/town Minimum Housing Code and in other sections of this Handbook.

To request forms or for additional information regarding the Lead Hazard Mitigation Law, a landlord or tenant may contact:

HOUSING RESOURCES COMMISSION
Lead Technical Assistance Center
www.hrc.ri.gov
One Capitol Hill
Providence, RI 02908
222-LEAD (5323)