

Your Rights as a Tenant

This handbook has been prepared for you by

RHODE ISLAND LEGAL SERVICES, INC.

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This page contains only a general overview of tenant's rights in Rhode Island. RILS has prepared other "self-help" materials for tenants to use. Some of these are referred to on this page. The previous page has links to other pages that contain more information on: applying for public and subsidized housing in Rhode Island; your security deposit rights; rent increase procedures; repairing problems in your apartment that your landlord refuses to fix; evictions for non-payment of rent; and evictions for reasons other than non-payment of rent including termination of tenancy. If you are an individual with a low income and you have a housing question that you don't see answered here, contact [the RILS office nearest you](#) for assistance.

Section One: Moving In

THE SECURITY DEPOSIT CANNOT BE MORE THAN ONE MONTH'S RENT

Your landlord can ask for a security deposit equal to the amount of your monthly rent. The landlord cannot get more than that by saying you must pay the last month's rent up front. For example, if your rent will be \$900, the landlord cannot ask you to pay more than \$900 for the security deposit.

You should get a receipt for the security deposit that states the amount you paid, the name and signature of the person you gave the money to, the address of the apartment and the date of payment.

THE LANDLORD MUST TELL YOU WHO TO CONTACT IF THERE'S A PROBLEM

The landlord must give you a written statement telling you the name, address and phone number of the manager of the apartment and of the owner (or person authorized to act in his/her behalf).

This is the person to contact if there is a problem with your apartment and the person to tell if you are planning on moving out.

THE LANDLORD MUST TELL YOU IN ADVANCE IF S/HE WANTS TO ENTER YOUR APARTMENT

Once you have moved in, the landlord cannot enter your apartment without telling you about it. The landlord must give you two days notice that s/he wants to come in. Generally, you must allow the landlord to enter the apartment as long as notice has been provided, and the request is reasonable. If there is an emergency, the landlord need not give you the advance notice. If the landlord continually makes requests to enter your apartment for the purpose of harassing you, you may be able to get a court order against this activity. Contact [the RILS office nearest you](#) for more information.

Section Two: Conditions

THE APARTMENT MUST BE IN GOOD CONDITION

The law requires the landlord to keep your apartment in good repair. The state law says the landlord must provide safe heating, electrical and plumbing systems, provide garbage bins and keep the common areas (hallways and stairways) clean and safe. Also, your local city/town has a housing code which defines the landlord's responsibilities. You can get a copy of the code from your minimum code office, which is usually located at the city or town hall.

As a tenant, you are responsible for keeping your own apartment clean and safe and to use the plumbing, electrical and heating systems in a reasonable manner.

IF THERE ARE PROBLEMS WITH THE APARTMENT

If there are repairs which must be made in your apartment, it is a good idea to speak with the landlord first to request that he fix the problems. You should allow the landlord a reasonable time to make repairs. If the landlord will not make repairs, there are steps you can take to make repairs on your own and deduct the cost from the rent. You must follow the steps outlined below before deducting the cost of the repairs from your rent.

If there are serious problems with your apartment, you should call code enforcement immediately.

Minor Repairs

If there are minor repairs that must be made in your apartment and the landlord will not perform the work, you can have the repairs made and deduct the cost from your rent. The most you can deduct for repairs is \$125. Except in the case of an emergency repair, you must tell the landlord about the problem in writing and give him/her 20 days to fix it.

If there is an emergency minor repair (one which represents an immediate danger or severe hardship) which must be made, you do not need to give the landlord advance written notice and you do not need to wait the 20 days. However, you must still try to notify your landlord first and give him/her a chance to fix the problem.

Since you will not be paying the full amount of rent if you use this "repair and deduct" rule, the landlord may try to bring an eviction action for non-payment. It is very important, therefore, to follow the required steps before you use the rule. See [Repairing Problems in Your Apartment](#) for more detailed information on the repair and deduct rule.

Essential Service Repair

The landlord is responsible for keeping the appliances which provide heat, hot water, gas and electricity in good repair. Depending on your agreement, you or the landlord may be responsible for paying for the service.

If the landlord fails to keep the system in good repair (e.g., the boiler breaks down) or fails to provide the heat, gas or electricity as you and he agreed, then you can arrange for the repair to be made or the service to be provided and deduct the cost from your rent. The \$125 limitation does

not apply in situations involving essential services. As for minor repairs, you must first try to notify the landlord and give him/her a chance to fix the problem. However, you do not have to wait twenty days to repair the problem if you cannot get in touch with the landlord or s/he refuses to correct the problem.

If you cannot afford the cost of the repair (e.g., the plumbing system needs to be replaced) and the landlord refuses to fix the problem, another option is to move into substitute housing and hold the landlord responsible for the cost. The landlord will not be liable for an amount in excess of the rent.

You probably will have to go to court against the landlord to recover the cost of substitute housing since it is unlikely that s/he will reimburse you voluntarily. You do not need to pay rent during the time your apartment is uninhabitable because the landlord fails to provide an essential service. If you feel you need to move out temporarily, call your local code enforcement office and [the RILS office nearest you](#).

CONTACTING THE CODE ENFORCEMENT OFFICE

The local code enforcement office (also called minimum code office) is responsible for responding to tenants' complaints about the landlord's failure to keep the apartment in safe and habitable condition.

If there are any serious problems with your apartment, you should contact the local code office (call city/town hall) and ask that the code officer inspect your building.

If the code officer finds violations, s/he should notify the landlord in writing about the problem and specify the time in which the problem must be corrected. An emergency violation (e.g., no heat) should be corrected immediately.

If the violation threatens your health or safety, the code office should allow you to pay rent to the code office instead of to the landlord. This is called paying the rent into escrow. You may want to use this process if the problems in your apartment are too bad and would cost so much to fix that you cannot use the "repair and deduct" rule described above. If the code office tells you there is no rent escrow program, call us at [RILS](#).

If your apartment is in very bad condition, the housing code office may condemn it as being uninhabitable. If you are told you must move out, the code office is responsible for helping you relocate. If they do not, call us at RILS.

It is your right to call code enforcement and to have an inspection. It is illegal for the landlord to evict you for exercising this right. If the landlord starts an eviction action against you because you called code enforcement, you should list this as a defense to stop the eviction.

Section Three: RENT

There is no rent control in Rhode Island, so a landlord is free to set the rent at whatever s/he decides.

You and the landlord can agree on the date that rent will be paid. If your rent is more than 15 days late, you can be evicted for non-payment and the landlord can use a quick court proceeding.

(See Section Four, below) You should **always** get a receipt when you pay rent and keep the receipts in a safe place.

Your landlord is allowed to increase the rent by any amount as long as the increase is not for an illegal reason (e.g., to retaliate against you for calling the code office) and as long as the landlord follows proper procedures. Your landlord must give written notice of the proposed increase at least 30 days before the effective date.(60 days if you are over age 62.)

You can then choose whether you will stay in the apartment and pay the higher rent or leave the apartment. You should let your landlord know whether or not you will pay the higher rent. If you will not, you should still offer the landlord the old rent on the day it is due. Your landlord will probably refuse to accept the rent. However, by offering the old rent, you will prevent the landlord from winning a non-payment eviction by claiming that you failed to pay rent. For more information on rent increases, see [Rent Increase Procedures](#).

Section Four: EVICTIONS

YOU HAVE THE RIGHT TO STAY IN YOUR APARTMENT UNTIL A JUDGE ORDERS YOU TO LEAVE

When you rent an apartment, you have the right to stay there until the landlord gets a court order stating that you must leave. Generally, the landlord does not need a reason to evict you, but must follow the proper procedures. (If you have a written lease, you cannot be evicted until the lease ends, unless you break one of the conditions of the lease.) Also, the landlord cannot evict you for an illegal reason (for example, for calling the code office or forming a tenant's organization).

SELF HELP EVICTIONS ARE ILLEGAL

It is illegal for the landlord to try to force you out of your apartment by changing the locks, shutting off the gas or taking other actions to try to make you leave. This is called a "self help eviction." If the landlord does this, you should immediately call the police. They should be willing to protect your right to remain in the apartment unless the landlord has a court order for your eviction. You can also go to court to get a judge to order the landlord to let you back into the apartment and you can sue the landlord for money damages. You may want to hire an attorney to represent you (the judge can order the landlord to pay your attorney's fees) or you can go to court on your own, without a lawyer. Rhode Island Legal Services has prepared court forms and instructions for you to use to stop the self help eviction. If your landlord is attempting a self help eviction, contact [the RILS office nearest you](#) for assistance.

EVICTON PROCESS:

Before Court:

1. Non-Payment of Rent Case

If you are more than 15 days behind in rent, the landlord can use a quick court process to try to evict you.

Before the landlord starts a court case, s/he must give you a written notice demanding that you pay the rent. As long as you pay the rent within 5 days of the date on the notice, the landlord

should not start an eviction case. If s/he does, you should go to court and tell the judge that you paid the rent. The judge should dismiss the case against you and you should win.

If you do not pay the rent within five days, the landlord will start an eviction case. The first notice you will have of the case is when you receive legal papers from a sheriff or constable. You should also receive a copy of the papers in the mail from the clerk of court. The papers will include a Complaint (describing why the landlord wants to evict you), and a Summons (telling you the date to be in court). You will also receive a form Answer. This is for you to fill out to tell your side of the story and to tell the judge any legal reasons why you should not be evicted. (These legal reasons are called "defenses.") Some of the defenses are that you have paid (or offered to pay) the rent, your landlord did not send you the 5-day demand letter, your apartment is in bad condition, or you used the repair and deduct rule. The court date will be 9 days after the date the clerk or landlord mailed you the legal papers.

The most important thing is for you to go to court on the day of the hearing even if you and the landlord make an agreement. If you can pay the rent and court costs (usually \$105) on the day of the hearing, you can stop the eviction. You can have an attorney represent you at court or you can represent yourself. Rhode Island Legal Services has prepared instructions for filling out the Answer and representing yourself in court. See [Eviction Procedures for Non-payment of Rent](#) for more information about non-payment evictions. If you are being evicted for non-payment of rent, contact [the RILS office nearest you](#) for assistance.

2. Other Eviction Cases

If you are not behind in your rent and the landlord wants to evict you, s/he must first send you a written "notice to quit" which asks you to move out of your apartment. The notice must state the date on which you should move. To be legal, the date must be the date you normally would pay rent. The landlord must send you the notice far enough in advance as required by law. If you pay rent monthly, you must be given the notice 30 days before the date you need to leave. If you pay weekly, you must be given at least 10 days advance notice.

If you have not moved out of the apartment by the date listed in the notice, then the landlord must begin court proceedings to evict you. He cannot just order you to leave or change your lock. You will receive a Summons and Complaint served by a sheriff or constable. You will have 20 days from the day you receive the legal papers to answer the Complaint. A blank Answer will be delivered to you with the Summons and Complaint. It is very important for you to file an Answer with the court so that you will be informed of the trial date. If you do not file the Answer, you may automatically lose the case.

After you file the Answer, the landlord's attorney will schedule the trial. Depending on how quickly s/he acts, the trial can be held as soon as one week after you file your Answer.

You can have a lawyer represent you at the trial, or you can represent yourself. Rhode Island Legal Services has prepared instructions for filling out the Answer and representing yourself in court. See [Eviction Procedures for Reasons Other Than Non-payment of Rent](#) for further information about these types of evictions. If you are being evicted for reasons other than non-payment of rent, contact [the RILS office nearest you](#) for assistance.

At Court:

You should always go to court for the trial on your eviction, even if you think you have worked things out with your landlord. Even if you do not have a defense to stop the eviction, you may be able to work out an agreement with the landlord for more time to move out, or you can ask the judge for additional time.

If you make an agreement with the landlord, you should be sure to have the agreement put in writing. If you cannot reach an agreement, the judge will hold a trial. If you have defenses, you will present them after the landlord presents his/her case. If you win, you should get a paper called a judgment which states that the eviction cannot take place. If the landlord wins and the judge allows the eviction, the landlord can have you evicted on the sixth day after the trial. If you want more time, you need to tell the judge at the time of the trial the reasons you need more time to move out (for example, the efforts you have made to find a new place, hardship to children, etc.). The legal language is to ask for a "stay of execution."

Appeals:

If you lose the trial, you can appeal the case from the District Court to the Superior Court. You have five days from the date of the trial to file your appeal. It costs around \$160 to file the appeal. If you cannot afford the fee, you can ask the judge to "waive" it. Rhode Island Legal Services has forms to use in filing the appeal and waiving the court costs. Contact [the RILS office nearest you](#) for assistance in filling out the forms for an appeal and fee waiver. While the appeal is pending, you can stay in your apartment, but you need to pay the rent to your landlord in full and on time, as it becomes due. If you fail to pay the rent as it comes due, your appeal will be dismissed and you will be evicted.

After Court:

If you lose the eviction trial, the landlord can have the sheriff evict you on the sixth day after the trial or on the date that the stay runs out. You may not receive any prior notice from the sheriff that he is coming to move you out.

You should try to move out before the sheriff comes. If he moves your property into storage, you will have to pay moving and storage costs to get back your property. These costs can run between \$900 to \$2,500, depending on how much stuff you have. If you receive FIP, GPA, or SSI, the DHS may be able to pay for the cost of moving your property before it is put into storage. You should contact your welfare worker immediately after losing the court trial to arrange for moving your property out of the apartment.

Section Five: MOVING OUT

When you decide to leave your apartment, you should try to give your landlord advance written notice that you are moving. If you pay monthly, you should give 30 days notice. If you pay weekly, you should give 10 days notice. If you do not give adequate notice, the landlord may try to keep your security deposit to pay for rent. If you have a written lease and move out prior to the end of the term of the lease, your landlord may try to sue you for any lost rent he incurs during the term of the lease from the time of your departure until he finds a new tenant.

Before leaving, you should make a list describing the condition of the apartment. Have a friend view the apartment just before you leave, if possible.

Give your landlord a letter stating your new address and requesting that s/he mail you your security deposit. Be sure to date the letter and keep a copy for your records. The landlord must return the deposit to you within 20 days after you leave the apartment. If the landlord thinks you caused damage to the apartment, or you owe rent, s/he can withhold money from the deposit. However, s/he must give you a written itemized list of the damages and/or rent and give you the difference between these costs and the security deposit due. If the landlord does not return the deposit or returns less than you think you should receive, you can sue the landlord in Small Claims Court. See [Your Security Deposit Rights](#) for more information.