

Off-Campus Housing Guide

Office of Residential Life and Housing
Rhode Island College
600 Mt. Pleasant Avenue
Providence, RI 02908

Table of Contents

Introduction and Resources	1	
Before you search	1	
Useful Websites	2	
Real Estate Agents	2	
Things to Keep in Mind	3	
Looking over a lease	3	
Before Moving In	3	
After Moving In	3	
Personal Safety and Security	4	4
Fire Safety	5	
Rights and Responsibilities	7	
<i>Excerpts from the LandLord Tenant Handbook</i>		
<i>(prepared by the R.I. Department of Administration, Division of Planning)</i>		
Nature of the Lease	7	
Inspecting a Rental Facility – Important Considerations	7	
Landlord Responsibilities	8	
Tenant Responsibilities	10	
Non-Compliance by Landlord	11	
Non-Compliance by Tenant	13	
Housing Code Checklist	13	
Sample Room Checklist	15	

*This booklet is prepared as a helpful aid for you.
Nothing in this booklet creates a legal relationship
between you and the College or with any third party
regarding off-campus housing.*

Introduction

Finding housing in the Providence area can be challenging but it is not impossible. To find housing that meets whatever requirements you may have, you must be prepared to put some planning and research into your search. This guide is designed to aid you in that search.

In addition to this guide, the Office of Residential Life and Housing offers listings for apartments we receive from landlords, students, and/or realtors. These listings are available in the Housing office free of charge and are updated every two weeks.

Special thanks are due to the Off-Campus Housing Services at Providence College, The Boston Conservatory, and the Rhode Island Department of Administration, Division of Planning for sharing their resources and information on off-campus housing. Their assistance has been valuable in helping to put this guide together.

RESOURCES FOR MISCELLANEOUS HOUSING CONCERNS

Where to go for assistance

Office of Residential Life and Housing
(401) 456-8240, fax (401) 456-8501

Rhode Island Legal Services, Inc.
Free legal aid to those whose income does not exceed poverty level limits (students included)
(401) 274-2652
56 Pine Street, Providence, RI 02903

Fire/Rescue EMS
Emergency: Dial **911**
Non-emergency headquarters: (401) 243-6060

Providence Police
Emergency: Dial **911**
Non-emergency community concerns: (401) 243-6400

Rhode Island College Security
(401) 456-8201

THINGS TO DO BEFORE YOU BEGIN YOUR SEARCH

Regardless of when you will be looking for an apartment, there are many things to consider. Try to get a map of the area and begin to familiarize yourself with the different neighborhoods.

Think about...

- Do you want to be within walking distance of Rhode Island College?
- Are you willing to commute by public transportation?
- How much of a commute is acceptable?
- Do you hope to find a place of your own (an expensive proposition) or are you willing to share an apartment?
- Do you want a bedroom to yourself?
- How much are you willing (or able) to spend on rent?
- Are you interested in trying to find someone who already has a place and needs a roommate?

USEFUL WEBSITES

We have provided some websites that we found that you may find useful. Please note that we do not endorse these sites in any way. They are listed in an effort to help you in your search.

<http://www.projo.com> This is the website for the Providence Journal online.

<http://www.riliving.com>

<http://www.observerpublications.com/realestate-rentals.htm>

Lists ads from The Observer, the North Providence North Star and the Johnston Sunrise newspapers.

<http://www.places4rent.com>

<http://www.campusrent.com>

<http://providence.areaguides.net>

<http://northprovidenceri.areaguides.net>

<http://www.forrent.com>

<http://www.homestore.com>

<http://www.providencerhodeisland.com>

<http://providence.employmentguide.com>

<http://www.rent.com>

WEBSITES FOR RHODE ISLAND RENTAL LAW AND HOUSING HELP

http://apartments.about.com/library/legal/bl_rhodeisland.htm

<http://www.planning.state.ri.us/landlord/default.htm>

Landlord-Tenant Handbook (available in .pdf or Word format)
(Portions of this handbook are printed in this booklet)

<http://www.rilin.state.ri.us/Statutes/TITLE34/34-18/INDEX.HTM>

Title 34, Chapter 18 Residential Landlord and Tenant Act

WEBSITE WITH APARTMENT COMPLEX RATINGS

<http://www.aptratings.com>

REAL ESTATE AGENTS

Realtors act as agents in trying to find you an apartment and may charge as much as one month's rent if you take an apartment they've found for you. However, if you are short on time or only interested in a specific area you may have to rely on a realtor. If you do decide to work with a real estate agent, you might want to keep the following precautions in mind:

- You should not have to pay a fee just to look at the listings.
- Before looking at any apartments with an agent, find out if he/she intends to charge a fee just for looking at an apartment .
- Take time to thoroughly inspect the apartment - never rent an apartment without seeing it first.
- Don't let an agent pressure you into a hasty decision.
- Check the rental application to be sure it has the exact information of the apartment you are interested in - the address, apartment number, and price.

THINGS TO KEEP IN MIND AS YOU LOOK AT APARTMENTS

- Is the apartment near a supermarket, bank, laundromat, public transportation, or place of worship?
- Is parking available on the premises or on the street? Will on-premises parking cost extra? Can I do without a car?
- What type of security measures exist (is there a peep hole, dead-bolt locks on door, lock on the entryway into building)?
- Does the doorbell work?
- Does the apartment need painting? If so, will the landlord pay for it? Will he/she provide labor and materials or just materials? What is the maintenance procedure in common areas?
- Are there signs of bugs or rodents? (Check under sinks and kitchen cabinets)
- Is there sufficient storage space?
- Are the appliances in good working order?
- Are radiators or heat vents in good condition?
- Are pets allowed?
- Is the water pressure from the sink and shower adequate?
- What is the neighborhood like?
- What is the procedure for reporting problems? Can I get help 24 hours?
- Walk along the street at night. Are there enough street lights? Do you feel comfortable?

IMPORTANT INFORMATION WHEN LOOKING OVER A LEASE

Check to make sure your lease includes the following information:

- Renewal terms, vacancy notice, and subletting rules.
- Statement of who pays for electricity, gas, oil, and hot water.
- Whether a parking space is included and if there is a fee (it should be written in the lease).
- Make sure all agreed upon repairs are written into the lease before you sign it.
- Explanation of landlord's right of entry.
- Specific information on security deposit.
- When exactly is your rent due, and is there a grace period before it is officially considered late?
- Will there be a late fee if your check is late? What is the fee?

Read your lease! Remember that leases are written to protect the landlord more than to protect you, so read everything carefully before signing! If there is anything you do not understand or if you find clauses confusing, ask questions. Most landlords use standard rental provisions. Make sure these provisions are clear. If there are any clauses you don't agree with, ask the landlord to delete that section, and both of you should initial the change. Any agreed additions to the lease should be written in and initialed by both parties. Put everything in writing and be sure to get a copy of the lease.

***Please note: As a student, you may be required to have a co-signer (such as a parent), who guarantees payment of the rent.**

BEFORE MOVING IN

- Be certain you are given a receipt for any money paid to the landlord and that this receipt states specifically what the payment was for.
- Call utilities and arrange for gas and electricity. Don't expect your landlord to do this if he/she is not paying for gas and electricity. A deposit is sometimes required.
- Call Verizon and arrange for phone service. A deposit is usually required.
- Obtain names and telephone number(s) of person(s) immediately responsible for the maintenance of the premises.
- Arrange for the protection of your property in case of fire or theft. (see info on renter's insurance on page 4)

AFTER MOVING IN

- Be courteous; greet your neighbors when you see them in the hallway of your building or on the street. Offer to carry groceries, hold doors, water plants or feed pets while they are away.
- Be considerate. Keep music, voices, and noise to a reasonable level.
- Hold your neighbor to the same high standards. If you have a neighbor who is noisy or otherwise difficult to live with, let your concerns be known. Politely ask the person to turn the music down if it bothers you. If your neighbor is extremely disruptive, consider informing the building management or the police.

PERSONAL SAFETY AND SECURITY

ON THE STREET

- Do not go out walking or jogging alone after dark. Ask a friend or a group of friends to accompany you.
- Make arrangements to get a ride from a friend, get an escort, or use public transportation.
- Take main streets. Avoid shortcuts and dark or isolated spots.
- Walk in the middle of the sidewalk to avoid accessibility of cars pulling up, or people hiding in parked cars, doorways, or bushes.
- Ignore strangers who may call out to you whether they are on foot or in a car.
- Look alert while walking – ready to exit if trouble develops. Be aware of your body language.
- Look strong and aggressive. Walk confidently and briskly.
- Don't ever hitchhike – no matter what time of day.
- If you must walk in an unfamiliar neighborhood, try to plan your route in advance.
- If you feel as though you're in danger of being followed by someone on foot, cross the street, change direction, vary your pace. Don't be afraid to knock on a door or enter a lighted store and call police.
- If someone in a car follows you, turn around and walk the other way, or go up a one-way street. If they persist, record the license number and call the police.

IF YOU ARE ASSAULTED OR HELD UP

- Don't panic. Hand over your wallet or purse quickly and quietly. Get as good a description of your assailant as possible.
- If you are attacked: 1) If at all possible, flee immediately. 2) Be realistic about your ability to protect yourself. An immediate reaction of yelling biting, kicking, may give you a chance to escape, but be aware that these actions could expose you to further harm.
REMEMBER: Every emergency situation is different. Only you can decide which course of action is appropriate.
- If you are able to break away, run toward lights, people. Continue to scream to attract attention.
- Report to police immediately if you are a victim of crime. Always press charges.

IN YOUR APARTMENT

- Always keep exterior as well as interior doors locked.
- Never leave apartment doors propped open for friends.
- Always keep apartment/basement doors and windows locked.
- Never leave keys for roommates outside of apartment.
- Leave a radio or light on when you go out so that people will think that someone is home.
- When going home on vacation remove stereos, televisions, computers, and all valuables from residence.
- Use an electrical timer for a lamp to be lit when the apartment is vacant.
- Never let anyone into your apartment before finding out who it is.
- At night have your keys ready before you get to your door.
- Get to know your neighbors and become acquainted with the times that they are usually at home.
- Encourage landlord to provide lighting in entrance to apartment/stairway/driveway.
- If you receive obscene phone calls, hang up and call the police.
- Notify the police if any unfamiliar person is hanging around your building.
- Pull down window shades at night.

RENTERS INSURANCE

It is important to determine whether you are already insured. It is not uncommon for your parents' homeowner's policy to include coverage on personal property away from home. Usually a percentage of the total coverage would apply to your belongings at school. Call your insurance company to check what would be covered away from home in case of flood, fire, or theft.

If you decide that you actually need a renter's policy of your own, you may shop around to ascertain the best deal. Renter's insurance is also available through National Student Services, Inc. for off-campus needs as well as on-campus. Forms are available at the Office of Residential Life and Housing.

FIRE PREVENTION AND FIRE SAFETY FOR APARTMENT/OFF-CAMPUS RESIDENT

Source: Department of Public Safety, Fire Department, City of Providence

325 Washington Street

APARTMENT FIRE SAFETY

Responsibility for the fire safety of your building lies with every resident. That is why it is so important that you plan together to keep your building as fire safe as possible – and learn the right thing to do should fire break out. The first place is to learn the facts.

HOW DO MOST APARTMENT FIRES START?

- SMOKING is the #1 cause of all fatal apartment fires. Nearly a third of them are caused by someone smoking in bed. Other smoking fires start when a cigarette is dropped in upholstered furniture, when smoldering butts are thrown in wastepaper baskets, or by other careless accidents.
- HEATING EQUIPMENT is another common cause of apartment fires. Fires start when people leave combustibles, such as paper or clothing, too close to heaters or stoves. Improper use of space heaters can also lead to fire.
- FIRES AT NIGHT are less likely to be detected because people are sleeping. Most residential fires occur at night when apartments and tenements are most heavily populated.

BE PREPARED AND PLAN AHEAD

- Meet with your landlords or building manager to devise fire safety plans for your building. Invite a representative of your local fire department to help you out. Ask them to check the building for fire hazards and advise you on fire prevention and escape planning.

FIRE PREVENTION TIPS FOR APARTMENT AND TENEMENT LIVING

- As part of your plan, explore your building. Know every possible exit, including exits from laundry, storage, and recreation rooms. If hallways become smoky in a fire, your memory can help you find a way out. Remember never to use elevators in a fire. Keep exit and stairwell doors closed at all times, but not locked. Keep exits clear of debris and storage.
- Be concerned for fire safety by being sure your building does not exceed the maximum allowed number of units for that building, especially without fire protection systems or other appropriate measures in place, such as exits, detectors, sprinklers, etc.
- Be careful with smoking materials. Keep large ashtrays for smokers. At night, check behind furniture and cushions for dropped matches or cigarettes. Remind everyone never to smoke in bed!
- Check regularly for electrical hazards, such as worn electrical cords, overloaded extension cords and outlets, and broken appliances.
- Do not store flammable liquid, such as gasoline, in your apartment, car, or anywhere else in side your building. The vapors from flammable liquids can ignite even at temperatures below zero. Use extreme caution!

DETECTION

- Make sure fire detection systems work.
- Smoke detectors and fire alarm systems alert you to fire right away, so you can get out of the building safely.
- If your building has a fire alarm system, be sure to learn to recognize the sound of the alarm. Know where the alarms are located in your building and how to operate them in an emergency.
- Install smoke detectors in your unit and throughout your building. Be sure to place detectors on the ceiling near bedroom areas. This way, if a fire starts while you are asleep, detectors will wake you up before it is too late.
- If you notice that smoke detectors in your unit or hallways are beeping intermittently, be sure to have their batteries changed or electrical systems checked. Replace dead batteries immediately and do not remove batteries as a substitution for use in another appliance.

ESCAPE PLAN

- In a fire, there is not time to stop and think. You need to know in advance the two quickest safe ways out of your apartment and your building. That is why it is critical that you make the practice escape plans.
- Draw up floor plans and evacuation procedures for each floor with exits clearly marked, and post them in a conspicuous place for yourself and your guests to utilize. Usually, posting plans in high traffic areas, such as exit doors and foyers, is the best idea.
- Once you have mapped an evacuation plan, decide on a meeting place outdoors. Go there as soon as you exit the building and stay there. This way, you can keep track of who is out and who may be trapped inside. If you think someone is trapped, tell the fire department. **DO NOT GO BACK IN THE BUILDING YOURSELF!**
- PRACTICE! As silly as it may sound to you at this time, rehearse your escape plan as a group. Make sure everyone knows the right thing to do when an emergency situation arises.

WHAT TO DO IF FIRE STRIKES

- Do not rush out of your apartment into the hallway. First, feel the door. If it is hot, use another way out. If the door is cool

leave by the nearest exit. CLOSE ALL DOORS as you leave – this prevents further spread of smoke and fire.

- Never use elevators in a fire! Use stairs.
- If your planned escape route becomes smoky and hot, get down on your hands and knees and crawl. Smoke and heat rise, so the cleanest air is near the floor. Smoke and heat are your enemies! Even a few breaths of smoke and toxic gases can choke and kill you.
- Never go back to the building. Go directly to your planned meeting place and stay there. If you think someone is trapped inside, notify the fire department.
- If you cannot exit your apartment, stuff wet towels, sheets, or clothes around the door and vents to keep smoke out. Call the fire department and tell them where you are. If no smoke is coming into the room you are in, open a window slightly both at the top and the bottom. Stay low and wave a bright cloth, towel, or sheet out the window to signal your location.
- If your clothes catch fire, STOP, DROP, AND ROLL! Stop where you are, drop to the ground and roll over and over to smother the flames. Running only fans the fire, making it burn more.
- REMEMBER, BY ACCEPTING YOUR RESPONSIBILITY to keep your apartment fire safe, you are not only protecting yourself, but your neighbors as well. A little bit of planning and awareness can make the difference between safety and disaster for everyone.
- **Dial 911 FOR ALL EMERGENCIES IN RHODE ISLAND – FIRE RESCUE-EMS, OR POLICE**
- When you call, be ready to provide your location and other information about the fire, such as street address; floor; apartment number; nearest cross street; what is on fire; and if there are people in the building where they are, specifically, if at all possible.
- As a general rule, get out of the building and call 911 from a safe place. As you exit the building, notify your neighbors in an appropriate and reasonable manner.

TIPS FOR THE USE OF SMOKE DETECTORS

- A smoke detector is needed on each level of your house.
- A smoke detector is needed outside all sleeping areas.
- A smoke detector is needed inside the bedroom if the occupants sleep with the door closed.
- Smoke detectors should be audible from all bedrooms.
- Additional smoke detectors are needed for early warning in special areas, such as boiler rooms, hallways, exits, etc.
- Each smoke detector should have a national testing laboratory label.
- Follow the manufacturer's cleaning and testing instructions on a smoke detector.
- Test each smoke detector regularly, at least once a month.
- Room/housemates should work together on a plan to maintain smoke detectors.

RIGHTS AND RESPONSIBILITIES

The following is information taken from The Landlord-Tenant Handbook prepared by the R.I. Department of Administration, Divi-

sion of Planning.

<http://www.rilin.state.ri.us/Statutes/TITLE34/34-18/INDEX.HTM>. The handbook is a general reference on landlord-tenant relationships based on Rhode Island General Law, Chapter 34-18 entitled the "Residential Landlord Tenant Act," effective since January 1, 1987.

A. Nature of the Lease

A lease is a contract in which one party permits the other to occupy and use certain premises in exchange for payment of rent. The terms of a lease are openly agreed upon at the beginning of tenancy. The lease need not be technically formal, but must include for the tenant a use, occupation, or possession clause. A lease involves the transfer of interest in real estate and must be in writing to protect all parties. If it is not in writing, the lease is to be considered to be a "Tenancy-at-Will" and may be canceled by either party by sending prior written notice. "Tenancy-at-Will" is useful in obtaining a nine-month lease to coincide with the academic year, but for obvious reasons, may be less secure. Since agreement is oral, unanticipated problems must also be resolved by oral agreement as they arise and might well result in the loss of the apartment. Tenants without a written lease may be evicted for any reason with few exceptions. Rents under written leases cannot be increased unless there are provisions for it in the lease. One month's notice automatically increases the rent for a "Tenant-at-Will."

Prior to signing a lease, make a careful inspection of the apartment, preferably with the landlord or his agent present. If the landlord does not agree, in writing, to make repairs by a certain date, it would be wise to reconsider renting the apartment. The City of Providence has a Building Inspectors Department and a Division of Code Enforcement, which orders corrections of defects and sets a time limit in which defects must be rectified. Be remember, the apartment is being rented "as is" with all existing faults and the rule of caveat emptor (let the buyer beware) holds true.

Generally, unless there is a written agreement or promise (covenant) obligating the landlord to repair the premises, he is not bound to do so.

Any part of the agreement which is illegal is not binding. Study a lease before signing it. Make sure you get a copy of the lease at the time of signing or a reasonable time thereafter.

The landlord and tenant both have certain rights and responsibilities which are defined by law. Both parties should realize that a failure to fulfill any or all responsibilities may lead to a liability to the other party. If you are one of a group of tenants occupying the same unit, check the working of your lease carefully to determine whether or not you alone can be held responsible for the actions of one or more of your housemates. Know your responsibilities!

Inspecting a Rental Facility

What are the important considerations?

A. Cost

Make a realistic budget and stay within it as you search.

Rents tend to depend on:

- Size of apartment
- Condition of the apartment [*see checklist at end of booklet*]
- Location relative to campus
- Which utilities are included

Remember to include all utilities in your budget if they are not included in the rent.

B. Parking Availability

There is a six-hour parking ban in Providence between 1:00 a.m. and 7:00 a.m. Hence, provisions should be made for obtaining a parking space. If parking is available from the landlord, it must be written into the lease.

C. Choosing Roommates/Housemates:

Your choice of housemates is very important in determining whether or not your living situation will be a comfortable and relaxing one. Discuss lifestyles, habits, and expectations thoroughly before deciding to form a household. Clearly define what responsibilities will be incurred if one party decides to move out before the term of the lease is up. Most important, be honest about what you can and cannot live with in terms of cleaning, cooking, noise, guests, etc.

D. Location of Student Apartments

E. Other Questions:

This checklist may help you determine whether or not a particular apartment is acceptable to you. Note the condition of each

area and necessary repairs.

Interior Space

Living room?
Bathroom with tub? Shower?
Number of bedrooms?
Kitchen with stove? Refrigerator?
Work or study space?
Storage space?
Exterior Condition
Parking?
Yard or porch?
Screens and Storm Windows?
Sidewalks and steps in good repair?
Who is responsible for snow removal?

Construction

Walls, ceilings and floors in sound condition?
Windows and doors open and close easily?
Insulation?

Plumbing

Leaking faucets?
Sinks, tub and shower drain properly?
Toilets flush properly?
Adequate water pressure?

Heating Costs

Age of heating system?
Cost per year?
Storm windows?

Health

Heat in each room?
Consistent provision of hot and cold water?
Pests kept under control?
Regular garbage collection?
No peeling paint or plaster?
Adequate ventilation?

Safety

At least two exits?
Fire escapes in good repair?
Wiring: modern, adequate?
Stairways and halls clear, well-lit?
Concealed pipes?
Appliances in good working order?
Smoke detectors?

Security

Sufficient locks on outside doors and windows?
Deadbolt lock on apartment or house door?

3. LANDLORD RESPONSIBILITIES

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).

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.

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.

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.

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.

Limitation of Liability

An owner will be relieved of legal responsibility 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

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 aforementioned 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.

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.

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 reoccurrence, 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.

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

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 receives 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).

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.

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.

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.

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.

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.

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 "Landlord-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 payment. An alternative that can be taken is to request a small claims court form from the court 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

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.

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 a 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."

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. 45-24.3-8)

- 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 properly 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 the 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)). Since the three aforementioned communities (and possibly others) 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 weathertight, 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.

Sample Room Inventory Checklist

Student Tenant _____

Landlord _____ Phone _____

Address of rented room/apartment _____

Bedroom	Move-In Condition	Move-out condition	Remarks
Floor coverings Walls and Ceilings Windows Window Coverings Screens Closet Lights and Lamps Electrical Fixtures Furniture Other			
Bathroom Shower and Bathtub Toilet Sink Mirror Towel Racks Floor Coverings Screens Lights Electrical Fixtures Other			
Living Room Floor Coverings Walls and Ceiling Windows Window Coverings Lights Electrical Fixtures Other			
Kitchen Walls and Ceilings Floor Coverings Windows Window Coverings Refrigerator Freezer Range Sink and Disposal Counter Top Cabinets Drawers Light Fixtures Electrical Fixtures Hallway Other			

General Comments:

Signature of Landlord or Witness: _____

Date of Check-in: _____

Date of Check-out: _____

**Office of Residential Life and Housing
Rhode Island College
600 Mt. Pleasant Avenue
Providence, RI 02908
(401) 456-8240
(401) 456-8501 (fax)**