

NAVIGATING YOUR POSITION AS A TENANT



IMPACT RI



RENTAL AGREEMENTS

Rental Agreements May be Written or Verbal

It is always best to have a written agreement between the landlord and tenant to provide protection for both parties. In a written agreement, the finer details are specified should there be any misunderstandings in the future.

The agreement is a binding contract and must be signed by legally competent parties, contain the payment amount, length of the tenancy, and the rules the tenant & landlord must follow

Read The Contract

If there is no time specified, the tenancy is on a week - week basis if the rent payments are made weekly, likewise if the payments are made monthly.

With all rental increases...

- Landlord must provide a 30 day written notice prior to the effective date
- The average rent increase per year is, somewhere between 3% and 5%
- For a monthly rent payment of \$1,500, for example, we're talking between \$45 and \$75 more per month

SERVICE OF PROCESS

Prior to seeking an eviction for nonpayment of rent, a landlord must send the tenant a 5 day demand for nonpayment of rent.

- If rent is not paid after the 5 days, the landlord can file for eviction at the local district court clerk's office
- When the eviction is for noncompliance with the rental agreement, or for termination of periodic tenancy, proper notice must be sent to tenant before taking court action
- If noncompliance involves illegal usage of drugs, controlled substances, or a crime of violence committed on the premise, no notice is required before going to court to file a complaint

TERMINATION OF TENANCY

A written Termination of Tenancy Notice must be delivered by first class mail to the tenants.

- In RI, 30 days notice is required considering the reason for termination

An elderly tenant (age 65 or older) may terminate a long term written lease agreement if entering a residential care/assisted living facility.



NOTE: Maintaining a good standing relationship with the landlord is always beneficial for both parties, as some landlords may not increase rent for the duration of a tenancy as they appreciate the tenant for staying and living in the unit without causing problems

RENTAL INCREASES

With all rental increases...

A landlord **must** provide a 30-day written notice of a rental increase, prior to the effective date

The average rental increase per year is, give or take, somewhere **between 3% and 5%**



For a monthly rent payment of \$1,500, for example, we're talking between \$45 and \$75 more per month

If a 5% increase occurs, the renter will be paying \$900 more than the prior year, using the example of a \$1,500 rent

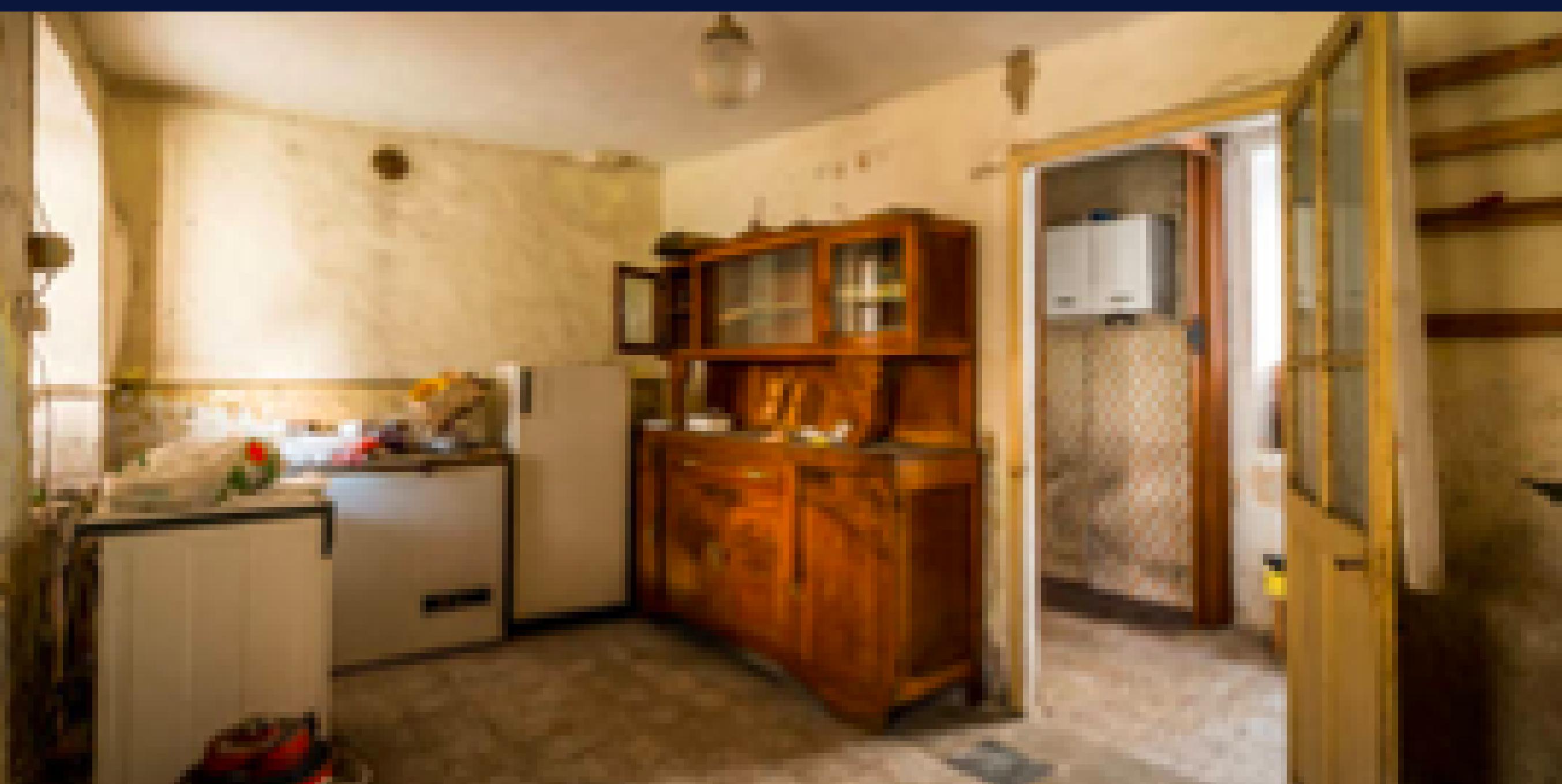
TENANT RESPONSIBILITIES

Maintain Premises

Tenants **must comply** with the required state and local **health safety** code of standard

The tenant should **avoid** causing **noisy disturbances** which may bother other people, bring regular and big **maintenance** situations to the landlord's attention

Just because someone else owns the building and pays the mortgage does not mean the tenant should treat the property with any less **respect**, as the landlord may choose to **not renew** the **lease** when the time-period is over



ACCESS TO THE UNIT



A landlord must give a...

Minimum **2-day** verbal or written notice when needing to **enter** a tenant's rental unit
Entry should be for **legitimate** business **reasons** such as **inspections, repairs** or showing the unit to potential customers

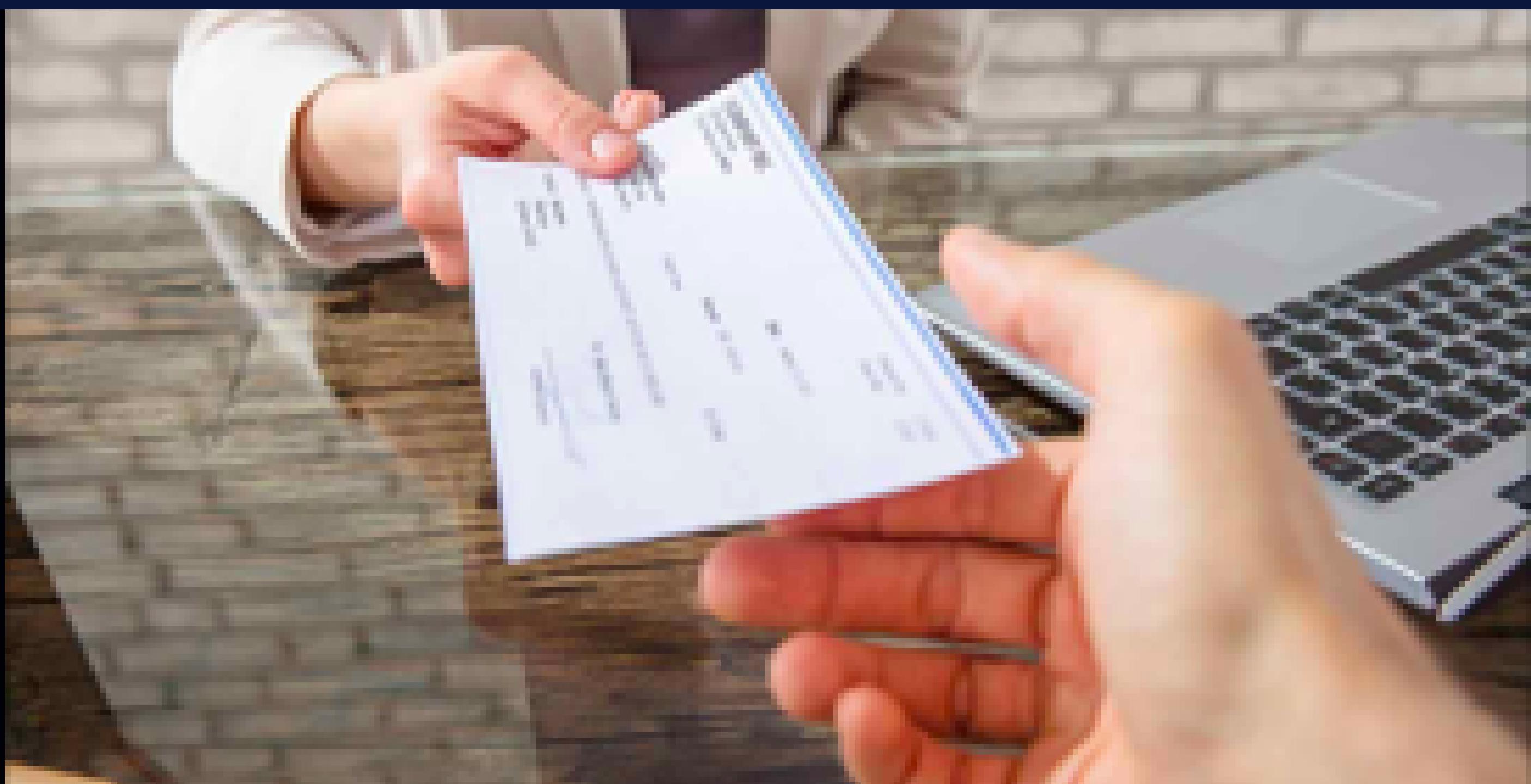
If a tenant **refuses** a properly made access, landlord may **terminate** rental agreement
If a tenant is living by the rules of the rental agreement and maintaining the property, they should have nothing to hide anyways, right?



NONCOMPLIANCE BY THE LANDLORD

When a landlord is **notcomplying** with the rental agreement or there are repairs needed / safety problems present...

Security deposit **must** be returned if agreement is **terminated** and may recover **actual damages**



The tenant may give the landlord a **written notice** pointing out the problem that is **violating** the agreement

Stating that the rental agreement shall **terminate** on a certain date (**30 days** after the notice) if the breach is not taken care of **within 20 days**

If the **same occurrence** happens within 6 months of the resolution, **termination** may occur **14 days** after written notice

EVICTION FOR FAILURE TO PAY RENT

If the tenant fails to pay rent within 15 days of the time it is normally due...

The landlord can send a **written notice** telling the tenant specific amount overdue must be paid in **5 days** of the notice mailing

Or the rental **agreement** will end and the tenant will go to court to **evict the tenant**

Being **evicted** may cost the tenant **court fees** and affect their chances of being accepted to rent in another unit elsewhere as the new landlord may call the tenants **prior landlord** for an **honest review of** the tenant

NOTE: Always try to leave on good terms, “burning a bridge” may have negative outcomes in the future



EVICTION FOR FAILURE TO ABIDE BY RENTAL AGREEMENT

**If tenant fails to abide by the rental agreement and
the breach is substantial...**



The landlord will send a **written notice**
That if after **20 days** without a **remedy** to the situation, the
landlord may **end the rental agreement** on the 21st day
NOTE: Like the prior slides, **maintaining** the unit,
paying on time and following the **rental agreement**
should be the 3 things all tenants should **focus** on
during the time of their renting

ENVIRONMENTAL CONCERNS

The property that is being listed or lived in should be within proper environmental standards

There should **never** be any...

Asbestos in the insulation as there are multiple health hazards from breathing it in

Lead-Bases Paint (can cause brain, kidney problems) and if so, it must be disclosed of to the renters / buyers

Radon (invisible gas, hazardous when trapped in buildings)

Formaldehyde (health problems), state may require disclosure

Carbon Monoxide (improper ventilation of heating equipment)



PHASE I ENVIRONMENTAL SITE ASSESSMENT
FOR A TENANT PREMISES

WHAT TENANTS SHOULD KNOWINGLY EXPECT

All tenants should have a serious landlord, one who...

Makes and follows **a fair rental agreement**

Gives a **proper** written 30 **notice** of a rental increase

Maintains the premise with **proper upkeep** of inside and outside the building



This upkeep may include of **mowing** the yard or **plowing** the driveway / lot should the tenant(s) live in a complex or have it written in the **agreement** that the landlord will **take care** of these matter. Landlord should also **fix** / make **repairs** in a **timely manor** to any damages, such as **installing appliances** should there need to be **replacing**.

WHAT LANDLORDS SHOULD KNOWINGLY EXPECT

All tenants should have a serious landlord, one who...

Follows **a fair rental agreement**

Pays their **rent on time**, all the time

Informs the tenant of any **maintenance** that needs to be done so that they may be **fixed**



Maintain the unit they are renting

This includes

Not damaging the unit care-free

Avoiding negative smells and **odors ruining** the **paint / carpet**

Following the **laws**, not doing anything **illegal** on the **property**