

Testimony in Support of H 7765
House Judiciary Committee
Submitted by Samuel Cramer
March 18, 2026

Dear Chairperson and Members of the Committee,

The Rhode Island Center for Justice submits this written testimony in support of passage of H 7765. The Center for Justice is one of two organizations in the state that represents tenants in substantial numbers. Each year we represent over 1,000 Rhode Islanders in court proceedings and advise thousands more about their rights under state and federal law. Through this work, we have become intimately familiar with the struggles faced by Rhode Islanders as they navigate a difficult housing market.

Two years ago, the RI General Assembly passed H 7304 Sub A, signed into law by Governor McKee on June 24, 2024. The law increased the required notice period for a landlord to raise the rent in a rental agreement covered by the Residential Landlord Tenant Act from 30 days to 60 days in the case of a tenant aged 62 years or younger and from 60 days to 120 days in the case of a tenant aged 63 years or older. The bill passed with a large majority in both houses and provided an important measure of stability and predictability to tenants across the state while maintaining a landlord's ability to increase rent to account for changes in the market and increased costs of ownership and maintenance.

The passing of this law, however, created a dissonance with the notice period required for the termination of a periodic month-to-month tenancy pursuant to R.I.G.L. 34-18-37, which allows a landlord or a tenant to terminate a month-to-month tenancy by delivering valid notice to the other at least 30 days prior to the termination date specified in the notice. It is common practice for landlords, when delivering a notice of rent increase, to also send a termination of tenancy notice informing the tenant that their tenancy at the old rent is ending on the date the rent increase becomes effective. The tenant can then accept the landlord's offer of a new tenancy at the increased rate or surrender possession of the apartment to the landlord. A landlord whose tenant neither surrenders possession nor accepts the rent increase has perfected their right to begin the 20-day eviction process pursuant to the termination of tenancy notice.

The dissonance described above also undermines the purpose of increasing the rent increase notice period. Increasing the notice period for a rent increase was intended to give tenants more time to answer a very important question when their landlord proposes to raise the rent: should I

stay or should I go? As it stands now, a tenant in Rhode Island can be faced with a rent increase that takes effect in 60 days, while at the same time being told that if they do not accept the increase they have to move in 30 days. The general assembly already determined that 30 days was insufficient time to prepare for a rent increase by either budgeting differently or searching for new housing. Without changing the timing of delivery of termination of tenancy notices, that intent is squandered.

The course of action that will provide the most stability and predictability to both landlords and tenants, while safeguarding limited judicial resources, is to harmonize the notice period for rent increases with the notice period for termination of a month-to-month tenancy. By making each notice period 60 or 120 days, the law will reflect best practices of landlords and provide clarity to all parties to a rental agreement. This avoids legally ambiguous scenarios where a landlord has not delivered a termination of tenancy notice and the tenant refuses to pay the rent increase. The Rhode Island Supreme Court addressed this ambiguity in *Riley v. Stafford*, 896 A.2d 701 (R.I. 2006), a case where a landlord attempted to evict a tenant for non-payment of rent when the tenant refused to accept a rent increase but continued to pay the prior contract rent to the landlord. The Supreme Court upheld the judgment of the Superior Court that there was no meeting of the minds with respect to the amount of rent owed for the apartment and went on to determine that in such a situation, R.I.G.L. 34-18-15(b) controlled and that the tenant was only liable to pay the fair rental value of the unit, taking the previous contract rent and current condition of the apartment into consideration. It is fair to assume that the parties to a rental agreement and the judiciary would prefer not to wander into such a factually dense and legally ambiguous thicket if it can instead be cleared by a reasonable modification of the statute to align the notice dates for rental increase and termination of tenancy.

An added benefit of increased notice to a tenant of the termination of their tenancy is a predicted decrease in the number of eviction filings, as tenants will have more time to prepare to move in a historically tight rental market. Widening the timeframe between delivery of the notice to quit and the day the tenant is required to surrender possession will allow many tenants to move before an eviction filing becomes necessary. Fewer filings saves limited judicial resources, saves landlords the expense and hassle of filing suit, and saves tenants the costs incurred by going to court instead of going to work as well as the stigma of having been a defendant in an eviction proceeding. To the extent a landlord has an urgent reason to demand possession of a tenant's apartment, the law already allows for a truncated notice period for a 20-day filing premised on the tenant's non-compliance with the rental agreement (20-days to cure pursuant to R.I.G.L. 34-18-36), or no notice at all where a tenant violated R.I.G.L. 34-18-24(8)(9) or (10). It is reasonable for the law to be premised on the assumption that in other instances of a landlord's need to reclaim possession of an apartment, for example the sale or renovation of a property or putting the property to personal or family use, the landlord will be aware of those circumstances before the 60 or 120 notice period provided by this bill.

We encourage the committee to recommend passage of this important protection. Thank you for your consideration.

Sincerely,

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