

To the Honorable Members of the House Judiciary Committee,

*I respectfully submit this testimony in **Opposition to H7199 in its current form** and with my sincere hope to see a future amended version of the bill I can support.*

I believe H7199 is laudable in its goals of protecting survivors of domestic violence and other forms of abuse.

However, while I agree with its aims, I see some issues with the present version of the bill and I must reluctantly and respectfully Oppose H7199 in its current form.

While I support the conditioning of the termination of a lease specified in the proposed 34-18-63(a)(3)(ii) (A) through (C), it is the self-certification in 34-18-63(a)(3)(ii)(D) I believe is most problematic, as the self-certification has no required interaction with or corroboration of any external agency or authority. Again, while I support efforts to protect survivors of domestic violence and other forms of abuse generally, I believe this specific section is problematic.

The requirement for the lessor or owner to keep the termination and its related verification in strict confidence, described in the proposed 34-18-63(b), would be impossible if the alleged abuser/offender also lives in the same rental unit.

While the change of locks described in the proposed 34-18-65(c) does attempt to cover the scenario of the alleged abuser/offender living in the same rental unit, it fails to do so effectively, and in particular exposes the lessor or owner to liability from the to-be-locked-out tenant who could allege unlawful termination of her/his possession. This is a significant concern for property owners and managers, and is my second main reason for reluctantly and respectfully opposing the current bill.

In general this bill fails to consider the complexities and implications of a rental agreement with multiple parties. For example, what happens if the terminating party is but one of several parties on the rental agreement (i.e., they have roommates). Is the rental agreement of all parties considered terminated? What happens to the security deposits and prepaid rent (if any) of the other parties, who did not move to terminate early under the proposed 34-18-63?

What about liability of the early terminating party toward the other parties, particularly if they had extended the terminating party credit by paying her/his rent or utilities in advance and expecting reimbursement? What if the parties all paid

their joint security deposit in cash so it's not clear how much of the security deposit originated from the party initiating the early termination vs. the other parties? Are the other parties to the same rental agreement also covered by the proposed 34-18-63(a)'s "without penalty or fees for early termination, or liability for future rent"?

I think this bill has potential, and I support its broad goal of allowing victims of domestic violence and other forms of abuse either the ability to end a lease early to exit a difficult and possibly dangerous situation, or to change their locks to restore security and prevent the possibility of abuse in the future.

However I do think that the current version of the bill still has some problematic issues and therefore I must respectfully oppose the present bill while hoping a future version will address the issues so I can enthusiastically support it.

I would urge the sponsors to further coordinate with, among others, the Rhode Island Coalition of Housing Providers, a group which consists of rental property owners and managers and which may provide useful feedback as this bill evolves.

I look forward to seeing future iterations of this bill and, I hope, being able to support a future version as we work together on the goal of protecting survivors of domestic violence and other forms of abuse.

Thank you for your time, your consideration, and your work on this important issue.

Sincerely,

Anthony Thompson

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