



RHODE ISLAND COALITION OF HOUSING PROVIDERS

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May 19, 2026

To Honorable Representative Carol Hagan McEntee
Chair, House Judiciary Committee
Rhode Island State House
Providence, RI 02903
VIA Email: HouseJudiciary@rilegislature.gov

RE: Letter in Support with amendments to House Bill No. 7199

Dear Members of the House Judiciary Committee,

We are writing on behalf of the Rhode Island Coalition of Housing Providers (“the Coalition”) in support of House Bill 7199 provided certain important amendments are incorporated into the bill.

First, we would like to acknowledge the noble intent behind this legislation and commend the sponsors for their efforts to support and protect survivors of domestic violence. We fully support initiatives aimed at providing victims with safety, stability, and access to the resources necessary to rebuild their lives. While supporting those goals and initiatives, we must do so while being mindful of the existing landlord tenant statute, private contract rights, and the unintended consequences that the bill as currently written will have on the same.

Concerns with H7199 as currently drafted include:

Lack of Judicial Oversight and Due Process

While we support the intent of the bill, a contract cannot exist if one party can unilaterally void it, especially without any kind of judicial review or redress, even if it is for the most noble of causes. The bill, in its current form, significantly impacts established principles of contract law and the existing landlord tenant act. Specifically, the bill allows for the cancelation of a lease with a self certification of a tenant or broadly defined “household member”. As written, the bill allows for the certifying party (tenant or household member) to cancel a lease, at any time, without

the other party (housing provider) being able to request any verification or even to ask questions. It also results in mid-month cancellation, which does not fit into the existing landlord tenant statute and creates additional problems for a housing provider attempting to comply. Perhaps most importantly, all of this is done outside of the courtroom and void of any judicial process. Nor does the housing provider have any means to obtain any kind of judicial review or clarification. This clearly conflicts with the existing landlord-tenant statute and due process protections.

Although many states have provisions for domestic violence victims to end their lease early, no state has permitted a simple self certification without court processing due to the complications such certification would cause for contract law and due process rights. States like Massachusetts have allowed 3rd party verification by healthcare providers or organizations that serve domestic violence victims to provide 3rd party certification.

Lock Change Provision

As written, the bill requires a landlord to change locks solely upon receipt of a self-certification statement from a tenant. This creates a substantial unintended consequence in situations where the alleged abuser is also a lawful occupant or party to the lease agreement. In such cases, complying with the request would expose a landlord to claims of unlawful eviction or interference with tenancy rights. At the same time, failure to comply could subject the landlord to treble damages and additional penalties under the bill. Without judicial oversight or a court order, landlords are placed in a legally untenable position with potential liability no matter what they do or don't do.

States like Massachusetts recognize these concerns and impracticality and require additional documentation beyond third party verification which protects due process for all parties. This also prevents additional liability from being shifted to property owners for no fault of their own. Massachusetts General Law requires the following under Title II, Chapter 186, section 26 C, "request shall be accompanied by: (i) a copy of a valid protective order issued under chapter 209A or chapter 258E issued against a tenant, co-tenant or household member; or (ii) a record from a federal, state or local court or law enforcement, indicating that a tenant, co-tenant or household member thereof poses an imminent threat of domestic violence, rape, sexual assault or stalking."

Security Deposit and Prepaid Rent Provisions

The bill also fails to fully account for the practical and legal complexities surrounding security deposits and prepaid rent in situations involving joint and several leases. Releasing one party from lease obligations does not necessarily result in the unit becoming vacant, nor does it automatically resolve the collective financial obligations of the remaining tenants. As drafted, these provisions may create confusion and conflict regarding the proper handling of security deposits, prepaid rent, and continuing tenancy obligations.

Alternatively, states like Massachusetts have largely included a redirection to the existing Massachusetts state law regarding security deposits. This ensures clarity that a security deposit may still be held if the property is not fully vacated, as well as applied to damages and unpaid rent.

Undermines Joint and Several Leases

As written, in situations where both the victim and the alleged abuser are parties to the same lease agreement, the unilateral termination of the lease by only one party may not ultimately be recognized or enforced within the court system as written. Additionally, such termination may not fully shield the victim from becoming party to future legal proceedings if the alleged abuser remains in possession of the unit and an eviction action or other legal filing is later initiated relating to the tenancy. For the reasons outlined above, we respectfully request that consideration be given to amendments that further the noble intent of this legislation while mitigating potential unintended consequences. Certain provisions of this proposal may be more appropriately tailored to situations in which only the victim and their dependents are parties to the lease agreement. In circumstances involving joint and several leases, we believe meaningful judicial oversight is essential to ensuring due process protections for all parties involved. The above concerns are further exacerbated by the self certification provision of this proposal.

Considerations:

Furthermore, we respectfully request that provisions relating to security deposit returns, prepaid rent refunds, lock changes, and related matters be implemented in a manner consistent with existing landlord-tenant statutes and established legal frameworks.

Additionally, in light of the legal conflicts and practical complications this legislation may create, it may be more appropriate to provide courts with discretion to consider the circumstances surrounding domestic violence when adjudicating landlord-tenant disputes. Allowing courts to extend appropriate compassion and consideration in

these cases, without placing third-party housing providers into legally precarious or litigious situations, may better serve the goal of supporting survivors in a meaningful and balanced way. We appreciate the sensitive nature of these matters and therefore suggest that such reviews may be conducted by the Court in-camera with the housing provider and the tenant.

Finally, we believe a critical component of any such legislation should include ensuring that survivors are connected with available resources, support services, and assistance programs designed to help them safely transition from abusive situations and achieve long-term stability.

We respectfully urge the committee to consider amendments that incorporate judicial oversight, clear evidentiary standards, and procedural safeguards to ensure that survivors receive meaningful protections while also preserving legal clarity and consistency within existing landlord-tenant and contract law frameworks.

Thank you for your time and consideration.

On Behalf of The Rhode Island Coalition of Housing Providers
Shannon E Weinstein

Provision	RI H7199	Massachusetts General Law
Victimization Window	Most recent 150 Days	Most Recent 3 Months
Household Member	children and wards, current or former intimate partners, spouses, former spouses, persons related by blood or marriage, persons who are presently residing, together or who have resided together in the past three (3) years, and persons who have a child in, common regardless of whether they have been married or have lived together, or persons who are, or have been, in a dating or engagement relationship within the past year.	a person residing with a tenant or co-tenant as an authorized occupant of the premises.
Verification To Terminate Lease	Protective order, proof of legal action, police report, third-party verification, or self-certification	Protective order, proof of legal action, police report, qualified third-party verification
Qualified third party definition	none	as defined by section 1 of chapter 90C, law enforcement professional including, but not limited to, a district attorney, assistant district attorney, a victim-witness advocate, probation or parole officer; an employee of the Victims Services Unit of the department of criminal justice information services; an application assistant in the address confidentiality program of the state secretary under section 2 of chapter 9A; a licensed medical care provider; an employee of the department of children and families or the department of transitional assistance charged with providing direct service to clients, or a manager or designated domestic violence or abuse advocate within either department; an active licensed

		social worker; a licensed mental health professional; a sexual assault counselor as defined in section 20J of chapter 233; or a domestic violence victims' counselor as defined in section 20K of said chapter 233, police officer.
Lock Change Standard	Protective order, proof of legal action, police report, third-party verification, or self-certification	Protective order, or record from a federal, state or local court or law enforcement, indicating that a tenant, co-tenant or household member thereof poses an imminent threat of domestic violence, rape, sexual assault or stalking."
Self Certification	Secretary of State Form	None
Move-Out Timeline/Notice To Quit	Tenant must quit within 30 days of notice; no statutory consequence for failure to quit	Tenant must quit within 3 months of written notification; failure to quit voids the notice
Abandoned Property	No safe harbor provision	Allows disposal of abandoned property unless indication is made by the tenant in writing regarding property.

Safe Harbor From Retaliatory Claims by remaining co-tenants.	No	Yes
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