

Apartment/Home Maintenance Problems

1. Introduction

Under Rhode Island law, your landlord has a legal duty to keep your apartment in safe, clean and good repair. If your landlord does not do this you may, under certain circumstances be able to make the repairs or correct the problem on your own, and deduct the cost from your rent. If you need a repair made, it may be a good idea to first ask your landlord to fix the problem and let him know that you have the right to have the repair made if he does not respond.

You must be careful to follow the rules described below before you deduct money from your rent. There are sample letters attached to these instructions which you can use to let your landlord know you will be using the repair and deduct rule. Since you will not be paying the full amount of your rent, your landlord could try to bring an eviction action against you for non-payment. To stop the eviction, you will need to show the judge that you followed the law before you deducted money from your rent. If you use the "repair and deduct" law, and then receive an eviction notice from your landlord, please call us at RILS for further assistance.

2. Types of Repairs

Generally your landlord must do whatever is necessary to put and keep your apartment in good and safe condition. Your local code enforcement office or minimum housing office has a list of the standards which the landlord must meet.

There are different steps which you must follow to use the repair and deduct rule, depending on the type of repair which must be made. There are 3 categories of repairs: Minor repairs include such problems as a broken door, cockroaches, peeling paint. Emergency minor repairs include problems which present an immediate danger or severe hardship to you and your family. Some examples are broken windows in winter which let in cold air, a broken door lock which presents a security risk, a crumbling wall or floor. Essential Service Repairs are necessary when the landlord fails to provide you with heat, electricity, running water, hot water, or gas. (If your agreement with the landlord is that you will pay for heat, electricity, or gas, it is still the landlord's responsibility to provide you with working appliances. For example, the landlord must provide working outlets and an working heater.)

If you or a family member or friend is responsible for the problem in the apartment, then you cannot use the repair and deduct rule. Also, if the problem is not in your own apartment, but in an area of the building used by all tenants (the hallways or stairs), then you cannot use the repair and deduct rule. Ask your landlord to fix the problem, or if it is a serious problem, call the minimum code office.

NOTE ABOUT MINIMUM CODE OFFICE: If there are problems with your apartment, especially serious problems, it is a good idea to call the minimum code office to request that they inspect the apartment and give you a written report. This report is good evidence to use to document the problems which led you to use the repair and deduct rule should your landlord take you to court.

3. Minor Repairs (Maximum cost: \$125)

Minor repairs include problems such as a broken interior door, broken light fixture, cockroaches or bugs. If the cost of the repair is less than \$125, you may have the repair made and deduct the cost from your rent. However, you must first give your landlord time (20 days) to fix the problem and you must follow these steps:

- a. Tell your landlord in writing about the problem and that you intend to fix it yourself if the landlord doesn't take care of it. Use letter #1 to give your landlord notice about the problem. Keep a copy of the letter for your records.
- b. Wait twenty days to give your landlord time to fix the problem.
- c. If the landlord has not fixed the problem within the 20 day period (or at least started to fix the problem) you can have the repairs made and deduct the cost (up to \$125) from your next rental payment. You must then give your landlord a detailed list of all the repairs and give the letter to your landlord when you pay the reduced rent. Keep a copy of the letter and the receipts for your records.

4. Emergency Minor Repairs (Maximum Cost \$125)

If the repair which must be made presents an immediate danger or severe hardship to you and your family, you do not need to give your landlord 20 days to fix the problem and you do not need to give him a written notice before you make the repair. However, you must still try to tell your landlord about the problem and should give him a reasonable chance to fix it. If you can't reach your landlord or if he refuses to fix the problem, you can have the repair made. You should keep a record of the times and dates you tried to reach your landlord and whether or not you spoke with him. When you have the repair made, keep the receipt. You can deduct the cost of the repair (up to \$125) from your next rental payment. You should give your landlord a copy of letter #2 and a copy of the receipt when you make the reduced rental payment. Keep a copy of the letter and the receipt for your records.

5. Essential Service Repair

If your landlord fails to provide you with an essential service (heat, hot water, running water, gas or electricity) then you can arrange for the service to be provided and deduct the cost from your rent. You do not need to give your landlord advance written notice, but you should try to contact your landlord, inform him of the problem and ask that he take care of it before you arrange to fix the problem. If you cannot reach the landlord or he refuses to supply the service within a reasonable time, you can make arrangements to have the service provided (e.g. purchase a reasonable amount of oil to provide the heat). After you make the repairs, you should tell your landlord what was done. Use letter #3 for this purpose.

You are allowed to deduct the actual cost of obtaining the service from your rent. The \$125 limit does not apply. You can continue to deduct the cost of fixing the problem (e.g. buying oil to provide heat) from your rent as long as your landlord fails to provide the essential service.

If the landlord refuses to supply an essential service, and you can't afford to fix the problem yourself (for example, the furnace is broken in the winter and the landlord refuses to fix it promptly), another option you have is to give your landlord notice that you plan to move into substitute housing and hold him responsible for the cost. While you are living in the substitute housing, you are not responsible for paying rent at your old apartment. Since your landlord will probably not voluntarily pay for the substitute housing, you can use the rent to pay for this shelter. If the landlord sues you for the rent at the old apartment, you should call us at RILS for assistance.

You should also call us at RILS for assistance if you believe that your landlord has disrupted an essential service in an attempt to evict you from the apartment. Such "self help" evictions are illegal under Rhode Island law.

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