# How to Handle Rent Increases

**Rent increase procedures in Rhode Island**

## General Rent Increase Rules

Under Rhode Island law, the rental agreement between a tenant and a landlord is a contract. A landlord is permitted to attempt to increase a tenant's rent by any amount for any reason, as long as the increase was not done for an illegal reason, and as long as the increase was done by proper procedures. However, a landlord cannot force you to pay a higher rent unless you agree to a new rental agreement, and cannot bring a non-payment eviction if you refuse to pay the increased rental amount (but can terminate your tenancy and then evict you if you remain after the termination date).

## Contents Of The Written Notice Terminating The Old Agreement

In order to properly notify you of a proposed rent increase, your landlord must terminate your current rental agreement and offer you a new tenancy at the higher rent. To do this, your landlord must provide you with the same notice that must be used to terminate a month-to-month tenancy. In order to be proper, the notice of rent increase must: (i) be in writing; (ii) clearly terminate the old rental agreement; (iii) advise you to move out of your apartment on a specific date; (iv) be sent far enough in advance as required by law, and (v) offer a new tenancy at a higher rent. These requirements are discussed below:

### (i) Specific Date to Move

The written notice must state that your tenancy is terminated and specify the date on which you must move out of your apartment. In order to be proper, the moveout date listed must be the date that you would normally pay rent. For example, if you pay rent on the first day of the month, the notice must advise you to move on the first day of a future month.

### (ii) Length of Notice

The notice must be sent to you at least thirty (30) days before the rent increase is to go into effect.

### (iii) Offer of a New Tenancy at a Higher Rent

The final section of a rent increase notice should offer you a new rental agreement at a higher rental rate. You then have the choice of either agreeing to the new rent or rejecting the rent offer.

## Acceptance Of The New Rental Agreement

If you choose to pay the increased rent, then you and your landlord have established a new rental agreement at a higher rent. Once you accept the new rent, either by telling your landlord that you would pay it or by actually paying the higher rent, you must continue to pay the new, higher amount. If you later try to pay the old, lower rent, your landlord could start a non-payment eviction case against you.

## Refusal Of The New Rental Rate

If you refuse to pay the new, higher rent, you should inform your landlord in writing of your decision as soon as possible. You should send a letter to the landlord stating that you reject his or her offer of a new rental agreement at the higher rent and that you are willing to continue to pay at the old rate. You can view a sample copy of this type of letter by following this link to "Exhibit A." Send the original to your landlord by regular mail and keep a copy for yourself.

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