



**Testimony in Support of H7647
House Judiciary Committee
Submitted by Samuel E. Cramer
March 27, 2024**

Rhode Island Center for Justice (CFJ) is a non-profit public interest law firm that provides free legal services to low-income residents throughout Rhode Island. The CFJ actively represents low-wage renters in Rhode Island, many of whom have been directly impacted by the often confusing fees associated with renting property as well as confusion about responsibility for utilities. The CFJ strongly supports H7647 as a measure to provide transparency in the landlord tenant relationship and protect consumers from ambiguous contract obligations.

Many of our clients at the Center for Justice come to us unsure of what, if anything, they owe to their landlord, what amount of what they are obligated to pay is considered rent, and what part of the amount they are obligated to pay is considered a fee. Sometimes it is not at all clear from the rental agreement that an amount a landlord states is the balance due on the ledger is supported by any basis in contract. At worst, we have seen ledgers presented that include fees, not written in any agreement, never consented to by the tenant, that add thousands of dollars to the balance.

Tenants get stressed out and worried when they are constantly unsure whether or not they actually owe anything to the landlord. In some instances, tenants have paid thousands of dollars in fees out of fear that a landlord might be able to evict them for not paying them. All the while, without any basis that those fees are a real contractual obligation undertaken by the tenant. In extreme instances, and they are admittedly rare in our experience, outlandish fees are employed as part of a strategy to bully and harass tenants into either moving or making unnecessary payments that they can barely afford.

We also meet a lot of tenants who are confused about their obligation to pay utilities. In one instance we represented a tenant who had been living in an apartment for a year without paying the utilities. She thought they were included, the utilities were in the landlord's name. The landlord claimed that there was an agreement that she would put the utilities in her name when she moved in. The landlord sent a threatening letter to the tenant, claiming she owed thousands of dollars to repay the utilities. There was no written agreement between them and no evidence of any moment when she had agreed to pay the utilities. This dispute caused a lot of stress for both parties and opened a rift between them unnecessarily.

H7647 would help alleviate the stress and confusion felt as a result of unrecorded or ambiguous agreements regarding fees between landlords and tenants. Everyone knows what their rent is. By requiring a written memorialization of all the other required fees and utility obligations, H7647 will prevent avoidable disputes from arising between landlords and tenants. We encourage this Committee to move H7647 forward.

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