



THE  
**UNIVERSITY**  
OF RHODE ISLAND

OFFICE OF STUDENT LIFE

# LIVING IN NARRAGANSETT

A STUDENT GUIDE FOR LIVING OFF CAMPUS

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Dear Commuter Student!

Welcome back to URI! Thank you for taking the time to read this important guide for Commuter Students.

Whether this is your first year or fourth year living “down the line” we want to congratulate you on finding a great place to live. Living off-campus provides many opportunities and new responsibilities for you as a student. This guide was created to help you navigate some of the nuances of living off-campus. On average, there are approximately 6,000 undergraduate students who commute daily to class out of 12,000 total undergraduates. There is a large commuter population in which you can connect.

The Commuter Housing Office is located in the Memorial Union, Room 316, and serves as a resource for students, staff, and faculty living off-campus. The office provides and maintains online rental and roommate listings as well as resources for commuter students. In the event of difficulties between landlords and tenants, we assist students and landlords in finding resources to help resolve issues.

A Commuter Lounge is also available in room 310 of the Memorial Union, which is open any time the Memorial Union is open. There is a refrigerator and microwave in the room for commuter students to use, as well as a large TV, conference table for group projects and couches for relaxing.

The mission of the Commuter Housing Office is to ensure the off-campus residential experience supports and enhances the University’s educational mission. Our office organizes and participates in many annual community activities in Narragansett. You should check out our website on a regular basis to check out what is happening at [www.uri.edu/commuter\\_housing/events.html](http://www.uri.edu/commuter_housing/events.html). If there is anything we can do to help you as a commuter student or if you have an idea you would like to pursue, please contact us! We are here to help.

If you have any questions about living off-campus or concerns while you live off-campus, please contact our office, we will be pleased to assist you. The Commuter Housing Office is your gateway to information and resources.

Sincerely,



Katrina Dorsey  
Coordinator of Off Campus Living

## Chapter 1 – Living Off-Campus

### Included in this chapter:

- Commuter Housing Office
- Leasing and Landlords
- Common Questions about Off-Campus Leasing
- Parking
- Fire Safety Tips
- Deck Warning
- Littering and Newspapers
- Winter Break Reminders
- Sample – Roommate Agreement
- Sample – Initial Condition Check List
- Update e-campus

### Commuter Housing Office

The Commuter Housing Office on the URI campus is here to assist commuter students. Whether you are looking for a place to live, trying to find another roommate or just looking to ask general questions about living off campus, we are here to help. The office provides services such as online rentals listings, a roommate database, an off-campus hotline, realtor referrals, commuter student activities and the Commuter Lounge. You can reach our office in person in 316 Memorial Union, or by phone 401-874-2828 or if you just want to utilize our services online at [www.uri.edu/commuter\\_housing](http://www.uri.edu/commuter_housing).

### Update E-Campus

All URI Students are required to update their e-campus address to include a local mailing address. Be sure to update your address to stay aware of things happening on campus as well as to receive important documents from the University.

### Leases and Landlords

Regardless of the kind of housing you decide to reside in, it is advisable to sign a lease with your landlord. A lease is a written agreement between the renter (student) and the landlord. (Sample leases are available in the office or on our website.) It provides the most protection under the law entitled “Residential Landlord and Tenant Act” for your rights as a renter and the landlords rights as the property owner. This law can be found in Chapter 18 of Title 34 of the General Laws of the State of Rhode Island or on our website. Leases generally cover topics such as your move in and move out date, the amount of rent, where and when to pay rent, amount of deposit, number of people allowed to live in the house or apartment (tenants) who pays, water, gas, electricity, cable, snow removal, cuts grass, and any repairs (maintenance), rubbish (trash removal) and pets (most do not allow them). These are a few general topics that are covered by a lease and many more are included. Therefore, **remember to read your lease before you sign it and make sure to get a copy for each person who signs the lease!** If there are items in it that make you uncomfortable, discuss these items with the landlord prior to signing the lease. All lease changes must be in writing in ink. This law protects both parties equally from unjust treatment.

Keep your lease posted on the back of your front door in case you are asked to present it for some reason.

### Deck Warning

When having friends over, don't let a crowd congregate on a deck. In the last five years, three decks on Narragansett houses have collapsed when overly crowded with students. Broken bones and other injuries have resulted.

### Littering and Newspapers

Narragansett is a beautiful beach community, anytime you litter, your trash is likely to blow right into the ocean, endangering local wildlife. Please respect your neighborhood and the environment and don't litter. If you receive the newspaper on a regular basis, please be sure to pick it up daily from your driveway and stop delivery while you are away for breaks.

## Common Questions about Off-Campus Leasing

### Who is responsible for paying the rent?

**Everyone (each lessee) who signs the lease is responsible for paying the whole amount, even in the event of a roommate moving out.** This holds true for the utility bills as well. For the protection of all parties, have a separate agreement among roommates that delineate each person's responsibilities. (See the Sample Roommate Agreement p. 12.)

### Can I get out of the lease?

**Most leases will not let you terminate early.** However, some will let you terminate with a 30-day written notice. **A lease is a legal contract.** If a tenant fails to live up to the terms of the lease, he or she may be responsible for all of the unpaid rent remaining on the lease. You may also be responsible for legal and court fees. Again, be sure to READ the lease, and do not sign it unless you can live up to its terms.

### What if something breaks in the home? Who is responsible for fixing it?

**The landlord is responsible for repairing items that break due to normal wear and tear.** This includes major structural damage such as plumbing, heating, or electrical systems that should be repaired immediately. If something is in violation of the Housing Code, it should also be fixed immediately by the landlord. On the other hand, you are responsible for repairs/broken items that are not normal wear and tear. Make sure you check the wording of the lease, ask questions, and write them on the lease as well. If you have an issue you believe to be a health or safety concern and your landlord has not addressed the issue, you may contact the Building Inspector's Office with the Town of Narragansett at 789-1044 or 789-0619.

### When I move out, do I get my security deposit back?

If there are damages in excess of normal wear and tear, the landlord may deduct money from your security deposit for the cost of the repairs. When you move in, fill out an Initial Condition Checklist (See the Sample Initial Condition Check List) and take detailed pictures of the house and send them to yourself and the landlord by mail or email within five days. By completing the checklist and taking and emailing or mailing the pictures, you will have a record of the conditions in existence as of the time you began living there.

If possible, do this with your landlord, and have him or her sign it; all tenants should sign the checklist as well. In addition, if there is any outstanding rent due after you move **Page 8** out, that amount may be deducted from your deposit. The landlord has twenty (20) days from the termination date of the lease to refund your deposit if there were no damages to the property. If the landlord does claim damages, he/she must provide you with a written, itemized account of those damages and the cost to repair them. If the landlord does not comply, the tenant may recover the amount due to him/her, along with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorneys' fees.

### **What are my landlord's responsibilities?**

The Rhode Island Minimum Housing Code requires a landlord to keep their property in a "fit and habitable condition." Basically, all major repairs are the landlord's responsibility. Most of the minor repairs and cleanliness are the tenant's responsibility. If you would like to read up on the law, refer to the Rhode Island General Law 45-24.3. All out-of-state landlords are required by law to maintain an in-state Rhode Island agent. If the landlord fails to comply, rent for the facility stops. Read Section 34-18-22.3 of the Rhode Island Statutes for additional information.

### **What legal services are available to students?**

For FREE and confidential legal advice, make an appointment with the student senate attorney, call (401) 874-2261 or stop by the Student Senate office in the Memorial Union, Room 201. A list of notary publics is also available on the URI website at <http://www.uri.edu/home/students/notary.html>

### **I am having trouble with my landlord. Where can I get help?**

Legal guidelines for tenants and landlords in Rhode Island can be found at [www.uri.edu/commuter\\_housing/](http://www.uri.edu/commuter_housing/) click on the Resources link on the left side of the page, click on the State of Rhode Island Landlord/Tenant Handbook and then find the Landlord Tenant Handbook for the state of Rhode Island. If you have a Fair Housing Rights question, you may contact the Rhode Island Commission for Human Rights at [www.richr.ri.gov](http://www.richr.ri.gov).

## Parking

Regardless of whether you are on or off campus, you will notice that parking is a bit of a challenge. However, you will incur fewer problems if you abide by the regulations.

### Parking in Bonnet Shores:

If you live in Bonnet Shores, please be aware that there is absolutely no parking on the roads. This is a year-round parking ban. Its purpose is to provide adequate space for emergency vehicles to get through.

### Parking in Eastward Look:

If you live in New or Old Eastward Look, you have a year-round parking ban in effect from 10 p.m. to 6 a.m.

### Parking in the Village of Point Judith:

If you live in the Village of Point Judith, you have year-round restricted parking.

### Snow Removal:

All cars must be removed from all Narragansett streets during emergency snow removal times, or cars left may be towed at owner's expense and face additional fines.

### On-Campus Parking:

- Students must register their cars and obtain parking permits each year from Parking Services by completing the registration at [www.uri.edu/parking](http://www.uri.edu/parking) and clicking on permits.
- The general speed limit is 25 mph and 10 mph in residential areas.
- Park in marked spaces ONLY!
- Tickets are processed through the Administrative Adjudication Division of the District Court.
- A minimum fine for an on-campus violation is \$40. This includes not having a permit.
- Illegal parking in Handicapped spaces carries a minimum \$75 fine.
- For detailed parking regulations, maps, permit information, etc.; contact URI Parking Services at 874-9281 or [www.uri.edu/parking](http://www.uri.edu/parking).

### **Parking Safety Tips:**

- Use the buddy system when walking at night.
- Consider carpools so you won't have to walk alone at night.
- Be familiar with frequently used routes.
- Don't overload yourself with packages or books.
- Stay in well-lit areas.
- Don't leave anything valuable in your car. If you must keep possessions in your car, place them out of sight (for example, in the trunk).
- Let friends or family know your schedule so that if you are late, someone will look for you.
- Contact Pedestrian Assistance Services 874-SAFE (7233) for a "Saferide/Safewalk" anywhere on campus (seven days a week from 8pm to midnight).
- In the event you have car troubles, you can contact Motorist Assistance at 874-9281 if before 4:00 pm, or if after 4:00 pm, call our Campus Police 874-2121.
- A cellular phone can come in handy in case of emergencies or late nights.

### **Fire Safety Tips**

#### **Install and regularly check smoke detectors.**

State law requires smoke detectors. If you are renting a house, have your landlord install them. One smoke detector should be located on each level of the house. Homes built prior to June 1976 may use battery-operated smoke detectors. Existing housing built from June 1976 to September 1992 must maintain ALL installed hardwired smoke detectors. Houses built September 1992 to present must maintain hardwired with battery back-up smoke detectors. Remember to test the batteries once a month. You may contact the Narragansett Fire Department at 789-1000 if you have any questions or concerns regarding your smoke detectors or fire safety.

#### **Beware of dangerous appliances and wiring.**

Remember to turn off hot plates, irons and other appliances that produce heat. Do not overload electrical outlets. Use power strips with built-in circuit breakers. Don't try to fix frayed or cut wires.

## **Awareness can help prevent fires.**

Many fires start in the kitchen. Do not leave cooking unattended. If a fire starts, turn the burner off and put a lid on the pan to smolder the flames. Regular cleaning can help prevent grease fires. Also, cigarettes cause many fires. Do not smoke in bed. Use large, fireproof ashtrays, and pour water on butts before disposing.

## **Know all possible escape routes.**

Know how to get out of every room in your house in case of an emergency. Establish a meeting place outside the house for all roommates so you will know if everyone is safe.

## **If there is a fire emergency:**

- Leave the house immediately if possible.
- Once you are outside, stay outside. Do not risk your life by going inside after personal belongings.
- Call 911 from a safe place.
- Remember to check all doors before opening them. If the handle is hot, do not open it.
- If all of your escape routes are blocked and you are stuck inside the house, jam a rug or towel under the nearest door to keep smoke out.
- Stay low where you can breathe fresh air.

## Winter Break Reminders

1. Leave your heat on at least 62 degrees so the pipes do not freeze. If you have outside faucets, make sure all hoses are disconnected and the faucets are turned off at the main shut-off valve.
2. Make sure your fuel tank is full.
3. If you have holiday decorations up (i.e. trees, wreaths, lights, etc.) be sure to take them down and take proper precautions against fire.
4. Notify your owner if the house will be vacant for several days.
5. Take proper precautions to secure house (i.e. make sure all windows and doors are locked. Winter vacation is the time people attempt to break in!!!). We suggest you put timers on lights and TV/radio or leave several lights on. Also, your belongings are not covered under the owner's insurance policy – take valuables home or get renters insurance. Unplug TV's and computers in case of a power surge.
6. Stop your mail and the newspaper, especially the *New York Times*.
7. Don't forget to pay your rent and any utility bills before you leave.
8. Remove all perishable items from your refrigerators and take out all garbage.
9. Make friends with your neighbors, so they can keep a look out on your house.
10. Have a great break!

## Sample – Roommate Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_

WHEREAS all the parties hereto have, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, signed a lease or rental agreement to pay \$\_\_\_\_\_ per month to reside at \_\_\_\_\_ for a term lasting from \_\_\_\_\_ to \_\_\_\_\_, a copy of which is attached hereto, and

WHEREAS, a security or damage deposit of \$\_\_\_\_\_ was paid to \_\_\_\_\_ of said premises and, WHEREAS, the parties wish to provide for the sharing of responsibilities in the renting of said premises.

IT IS, THEREFORE, AGREED:

1. That each of the parties follows the rules and conditions set out in the attached lease or rental agreement.
2. That each of the parties pays a portion of one-\_\_\_\_ (1/\_\_\_\_) of the following expenses incurred in relation to the leased premises:

(Check if applicable)

\_\_\_\_\_ Rent

\_\_\_\_\_ Electricity

\_\_\_\_\_ Gas

\_\_\_\_\_ Water

\_\_\_\_\_ Telephone

\_\_\_\_\_ General; Maintenance

\_\_\_\_\_ Other \_\_\_\_\_

If any of the parties pays more than one-\_\_\_\_\_ (1/\_\_\_\_) share, the other party(ies) will reimburse the party paying more than his/her potential share.

3. That each party pays for any long distance telephone calls he/she makes or those made by his/her guests.
4. That one-\_\_\_\_ (1/\_\_\_\_) of the damage deposit is the property of each of the parties.
5. That each of the parties remain a resident of the premises during the term of the lease, or continue to pay his or her share of the rent during said term, unless the following conditions are met:
  - a. That the party, at his or her own expense, locate a tenant to sublet his or her share of the rent for the remaining term of the lease, said tenant being accessible to the other parties to this agreement; and
  - b. That any repairs or improvements to the premises in excess of \$\_\_\_\_\_, which cost is to be shares by the parties, shall be approved by all parties in advance.
6. That if pets are permitted under the lease, each pet owner shall be solely responsible for all damages caused by his/her pet(s). This includes, but is not limited to, damage to furniture, carpeting, floors, walls, lawn and garden.
7. Additional remarks:

\_\_\_\_\_

\_\_\_\_\_

All roommates sign and date below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Sample – Initial Condition Checklist

Be sure the landlord walks in with you through the premises before you move in. Make a list of everything that is damaged. This includes items that are going to be fixed as well. The list should be signed and dated by all parties. All parties should be given copies of the lease. You are not responsible for damage done by former tenants so be sure to list everything that is dirty, damaged or not working.

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Management)

\_\_\_\_\_ Number of Keys Issued

Condition- Indicate the number of times (where applicable) and location and nature of soil, damages, markings, etc. Everything written in **BOLD** above each checklist is required to comply with the RI Minimum Housing Codes.

- Kitchen & Dining Area
- Living Room
- Bathrooms
- Hallway within Unit
- Other Areas
- General Condition of Exterior

The kitchen must have a light, a working sink, and cabinets or shelves for storage.

Kitchen & Dining Area						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor
Table						
Chairs						
Cabinets						
Windows & Screens						
Walls						
Plastic & Tile						
Counter Tops						
Stove Burners						
Oven, Broiler Racks						
Refrigerator						
Ice Trays, Racks						
Freezer						
Doors, Locks						
Curtain Rods						

The electricity and wiring in every room (except the hallways, bathrooms and pantries) must have two outlets or one outlet and one light. There should be no temporary wiring.

Living Room						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor
Walls, Ceilings						
Carpets, Rugs						
Windows, Screens						
Electric Fixtures						
Chairs, Sofa						
Coffee & End Tables						
Desks						
Drapes, Rods						

The Bathroom must have a bathtub or shower, a working toilet, a working sink, adequate ventilation, a floor and a light. There must be enough hot and cold water for ordinary use.

<b>Bathrooms</b>						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor
Shower, Tub, Glass						
Sink						
Toilet						
Medicine Cabinet						
Plastic, Tile						
Walls, Ceilings						
Floors						
Windows, Screens						
Electric Fixtures						
Towel Racks						
Doors, Locks						

The heating system must be capable of keeping all rooms at least 68 degrees Fahrenheit.

Hallway Within Unit						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor
Walls, Ceilings						
Carpets, Floor						
Closets						
Stairs, Railings						
Electric Fixtures						
Furniture						
Front Door						
Storm Door						
Locks						
Other						

There must be two exits and a safe way out in case of fire. Walls, ceilings, and floors must have no large cracks, holes or other major damage. Every room must have one window that can be opened. Windows and doors must fit tightly. Screens and shades must be provided.

<b>Other Areas</b>						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor
Air Conditioner(s)						
Heating Unit						
Thermostat(s)						
Storage Locker						
Telephones						

<b>General Condition of Exterior</b>						
	Condition Upon Arrival			Upon Departure		
	Good	Fair	Poor	Good	Fair	Poor

## Chapter 2 – BEE a Good Neighbor

### Included in this chapter:

- Ways to BEE a good neighbor
- Neighborhood Associations
- National Neighborhood Day
- Narragansett – URI Coalition
- Commuter Cornerstones
- Volunteer Opportunities in South County
- Parties and Social Gatherings
- What if someone has had too much?
- University Off-Campus Jurisdiction Policy

### Ways to BEE a good neighbor

Students who decide to live ‘down the line’ are an integral part of the University of Rhode Island and are also part of a larger community, the Town of Narragansett. As a member of this community, you will interact with people from many different backgrounds and lifestyles. Values, attitudes, respect, consideration and tolerance become extremely important. Your new neighbors will include families, senior citizens and students like yourself, all with different daily routines. As a result, cooperation and respect is needed to ensure an enjoyable living experience for everyone.

### Here are some steps to build a good relationship with your neighbors and foster a healthy community in which to live:

- Get to know your neighbors. Introduce yourself as soon as possible.
- When you are having a party, inform your neighbors. Give them your phone number so they can call you directly if they are being disturbed.
- Attend neighborhood association meetings so you can learn about activities and resources within your community. Keep your guests under control.
- Make your landlord aware of any problems with the facilities. Prompt attention to maintenance can avert many problems.
- Become aware of any local ordinances that may be in effect.
- Report crimes to the police.

## Healthy Neighbors

- Have respect for one another and trust in one another
- Are able to openly communicate
- Care about what happens to their neighbors
- Are comfortable and feel welcome in their homes
- Respect the laws of the town and state
- Improve the community by working together
- Keep an eye out for each other and their property
- Have respect for property and take pride in their residence
- Take responsibility for their behavior and the behavior of their guests

## Signs of an Unhealthy Neighborhood

- There is vandalism
- Noise levels are intolerable
- Neighbors are unfamiliar with one another
- Neighbors are uncomfortable around each other
- Disputes are settled by calling in outside people
- There are unkempt homes and properties
- Residents do not feel welcome or safe
- There are no lines of communication amongst neighbors
- Mutual respect is lacking

## Need Assistance

If you or your roommates experience any problems, get help as soon as you need it. For University of Rhode Island

Assistance contact:

Health Services	874-2246
Counseling Center	874-2288
Commuter Housing	874-2828
Office of Student Life	874-2101
University Police	874-2121

See the URI Quick Guide and Important Numbers at the back of this booklet for more information.

## Community Cornerstones

During the Spring 2007 semester, a group of commuter students from the Narragansett-URI Coalition and student employees from the Commuter Housing Office got together to create a list of values that were important to them as commuter students. Through a process of rank ordering values and voting on priorities, the group decided on the following statements as the most important values for commuter students:

- We respect our neighbors and treat them as we would want our own parents and families to be treated.
- We value neighborliness and strive to be helpful and conscious of how our neighbor's way of life may differ from our own.
- We work to prevent our neighbors from prejudging us and help them to see us as individuals.
- We value good communication and peaceful problem resolution.
- We value our freedom but know that we are accountable for our actions.
- We cooperate with local authorities to create a safer community with a high quality of life.
- We expect the same rights and respect that all residents of the community enjoy.

## Neighborhood Associations

Each development has a neighborhood association. Consider becoming involved in the association. Remember that you are a part of the community as well. Building trust with your neighbors and being involved shows you care what happens in your neighborhood. Additionally, your neighbors may be more inclined to confront you about a problem rather than calling the police. If you have any questions as to how to get involved with these associations or when their meetings are held, please contact the association representatives listed below:

Bonnet Shores

Erin Rooney  
789-4540

Briggs Farm

Bill Lawler  
792-3583

Eastward Look

Steven Ferrandi  
788-0860

Village of Point Judith

Eileen Deforges  
782-9827



**National Neighborhood Day**

**Sunday, September 19, 2010**

Please visit the website at [www.neighborhoodday.org](http://www.neighborhoodday.org)

Look for your neighborhood to host events on that day or plan one yourself. Invite the neighbors over for a hotdog and soda!!

It's the perfect opportunity to BEE a Good Neighbor!!

## Narragansett – URI Coalition

The Town of Narragansett and the University of Rhode Island have formed the Narragansett-URI Coalition dedicated to “Building a Community of Mutual Respect.” Each semester the Narragansett-URI Coalition holds one public meeting for all URI students, Narragansett residents and all interested parties to attend. You can also stay informed about the Coalition by visiting the website at [www.uri.edu/student\\_life/coalition](http://www.uri.edu/student_life/coalition). In addition, the Commuter Housing Office, in conjunction with the Coalition, has established the Hotline for Area Residents and Commuter Students to report problems with landlords or neighbors (874-5393). In case of emergency, call the Narragansett Police at 789-1091. Other emergency phone numbers are listed in the back of this booklet. Do not hesitate to call for assistance when you need it.

## Volunteer Opportunities in South County

Become involved with your community to enhance your experiences as a student and member of the Narragansett community. Listed below are names of several community organizations and their phone numbers. These organizations can provide you with rewarding and meaningful experiences.

- URI Feinstein Center for Service Learning  
[www.uri.edu/volunteer](http://www.uri.edu/volunteer)  
874-2568
- A Place To Grow, Inc.  
[www.aplacetogrowinc.org](http://www.aplacetogrowinc.org)  
782-6100
- Big Brothers of RI  
[www.bigbrothersri.org](http://www.bigbrothersri.org)  
432-9955
- Big Sisters of RI  
[www.bigsistersri.org](http://www.bigsistersri.org)  
921-2434
- Domestic Violence Resource Center of South County  
[www.dvrcsc.org](http://www.dvrcsc.org)
- Director of Education & Outreach  
782-3990
- Habitat for Humanity South County  
[www.southcountyhabitat.org](http://www.southcountyhabitat.org)  
213-6711
- Jonnycake Center  
[www.jonnycakecenter.org](http://www.jonnycakecenter.org)  
789-1559
- South County Community Action (Tax Season)  
789-3016
- South County CARES  
[www.skcares.org](http://www.skcares.org)  
360-1304
- Washington County Coalition for Children  
[www.washcokids.org](http://www.washcokids.org)  
788-2061

Also, the Commuter Housing Office sponsors several volunteer events throughout the year in which students are welcome to participate, such as the Annual Food Drives and Spring Clean-Up. Please contact 874-2828 for information.

## Parties and Social Gatherings

Remember, you are responsible for the behavior of your guests at your parties. Those that manage their parties have few, if any, problems. Loud party complaints can result in fines up to \$500 and/or one year in jail. Remember that the University of Rhode Island may hold you responsible for your actions as well. This includes disciplinary actions.

Here are some planning tips to help prevent complaints, fines and arrests:

- Notify your neighbors in advance about the party, including the start and end times, and the number of people expected.
- Noise and litter outside can make things seem “out of control.” Keep people inside and away from the street.
- Don't open your party to people passing by. This is how irresponsible people can ruin your event. If uninvited guests don't leave call the police.
- Be familiar with parking regulations in your neighborhood. Cars parked on the street may be towed!
- Lower the bass on amplifiers. Bass vibrations often annoy neighbors more than the actual music.
- Clean up right after the party so your neighbors do not wake up to a mess.
- If alcohol is being served, designate which guests are of legal drinking age, and make sure all guests are safe. It is illegal for people under 21 to consume or possess alcohol. **DO NOT LET ANYONE UNDER THE INFLUENCE DRIVE HOME.**
- Be sure to abide by town codes and ordinances (i.e. “Noise” and “Permit to Possess Kegs Required”).

### Who to call if you need help:

Emergency – 911

URI Police – 874-2121

URI Student Life – 874-2101

Wakefield Cab – 783-0007

Substance Abuse Counselor (URI) – 874-2101

Narragansett Police – 789-9101

State Police (Wickford) – 294-3371

Health Services – 874-2246

Taxi Eagle Cab – 783-2970

### What to do if the police come:

1. Go talk to them!
2. If they tell you to turn the music down, **DO IT!** Noise complaints will keep the police coming back!
3. If they tell you to end the party, **DO IT!** If you need assistance to break up a party, call the police!

## What if someone has had too much to drink?

### Know the symptoms of alcohol poisoning and how to get help.

- Person is unconscious or semiconscious
- Person cannot be awakened
- Person has cold, clammy, pale, or bluish skin
- Breathing is slow or irregular
- Person is unconscious and breathing is less than 10-12 times a minute or ten seconds or more between breaths
- Person vomits while sleeping or passes out

If a person is suffering from any of these acute alcohol poisoning symptoms, he or she may be at risk of dying or suffering severe brain damage without immediate medical attention.

### Call for help!

#### How to get help:

- If off campus call 911, if on campus call 4-2121 or use the blue light phone.
- Don't leave the individual alone. Turn the person to his or her side to prevent choking or vomiting. Continue to monitor breathing.
- If you don't know what to do, call for help or transport your friend to Health Services or the emergency room.
- Do not try to help the person "walk it off" or "sleep it off."
- If the person is unable to walk or is vomiting, he or she needs medical attention.
- Do not leave the person alone or try to give food, coffee, or a shower.
- Put your focus on your friend's health, not on keeping your friend out of trouble.

## University Off-Campus Jurisdiction Policy

This is only an excerpt from the Student Handbook,

for full current text see <http://www.uri.edu/judicial/Student%20Handbook/htmlStart.html>

**12. Jurisdiction for Off-Campus Conduct** Off-campus conduct can be subject to jurisdiction of the Student Discipline System if one of the following conditions is met: 1) an infraction of a community standard of behavior as listed in the student handbook occurs at: an official University event, such as a field trip; at a University-sanctioned event as defined in Section 8.51.12 of the *University Manual*; or at an event sponsored by recognized student organization, fraternity or sorority; or 2) an off-campus action, performed by a person while he or she is a student, is of such a nature that it would be subject to the Student Conduct System if it had occurred on-campus, and the nature and circumstances of the infraction provides reasonable grounds for believing that the alleged offender poses a threat to the safety of self or others or if the alleged offender is repeatedly arrested or cited for violating local, state or federal laws. The following are examples of conduct in which the University may apply jurisdiction: action causing injury to self or others, including harassment; felony arrests; riotous behavior and/or inciting violence. The decision to apply jurisdiction to off-campus conduct shall be made by the Dean of Students.

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### Frequently Asked Questions about Off-Campus Jurisdiction

- Q: Will the University always apply jurisdiction if it gets information about a threat to safety or if there are repeated arrests?**
- A:** The stated purpose of the Student Conduct System is “to promote student growth and to preserve the atmosphere of learning necessary to the wellbeing of all students” (Student Handbook p.64). If the application of jurisdiction serves this purpose and if circumstances related to the individual warrant it, it is likely jurisdiction will be applied.
- Q: Will the University go looking for opportunities to apply jurisdiction?**
- A:** No. Student Conduct Staff will only act when a complaint is brought, or when a police report or a news report indicates a situation needs evaluation.
- Q: Will the University’s involvement always result in charges?**
- A:** No. Student Conduct Staff talks with many students about many incidents that don’t result in charges.

**Q: Will my house being put on the nuisance house list/getting an orange sticker constitute a citation?**

A: Yes. Anyone on the lease present during the incident will be subject to jurisdiction.

**Q: Can I get the University charges dismissed?**

A: Only if the police remove the sticker or house from the nuisance list for the incident on the date in question.

**Q: What happens if I am cited for a fake id or underage possession?**

A: Students cited more than once within three years for false ID or underage drinking will also be subject to jurisdiction. Letters are sent to parents routinely on a first violation of these offenses.

**Q: Will charges for off-campus conduct always result in suspension?**

A: No. Most frequently, results are educational sanctions such as attendance at educational workshops.

**Q: What happens if I don't respond to a letter from the University or I fail to complete a required sanction?**

A: Students failing to complete required sanctions will be charged with this failure and suspension of one semester will be recommended. If you do not respond to a letter, the student conduct process will go forward without your side of the incident.

**Q: Did this happen because of Narragansett residents?**

A: While the University does receive many complaints from Narragansett, the work that resulted in this policy was motivated by a concern for student growth and safety.

**Q: What if a student doesn't agree that jurisdiction should be applied to a particular situation?**

A: The student should give his or her reasons for not applying jurisdiction to the caseworker. If there is disagreement, the student can appeal the application of jurisdiction to the Vice President for Student Affairs.

## Chapter 3 – Town Ordinances and State Laws

### Included in this chapter:

- Alcohol Regulations
- Noise Regulations
- Nuisance House List (Orange Stickers)
- Disorderly Conduct
- Penalties for Violation of Selected Statutes
- Housing Laws

*You may request a full copy of The Code of Ordinances of the Town of Narragansett by contacting the Narragansett Town Hall or visiting the website at [www.narragansettri.gov/clerk.htm](http://www.narragansettri.gov/clerk.htm). The Rhode Island State Laws are available at [www.rilin.state.ri.us/Statutes/Statutes.html](http://www.rilin.state.ri.us/Statutes/Statutes.html).*

### Alcohol Regulations

There are also laws that deal with alcohol sales, purchase and consumption. If you violates any of these laws, the result is a criminal penalty. If you are under 21, the legal limit for Driving While Impaired is .02%. For drivers over 21, the legal limit for driving is .08%. It is also illegal to sell or serve alcohol to, or purchase alcohol for anyone under the age of 21. If you provide a fake ID to someone under the age of 21 in order to purchase alcohol or gain admittance to a private club, your license may be suspended!

It is illegal to sell alcohol without a permit as well. This means that if you are thinking about charging money per person at your next party to offset the price of the alcohol, remember that it is illegal. If you do decide to have a party in which alcohol will be served, YOU will be responsible for the actions and the safety of your guests. YOU will also be held responsible by the Town of Narragansett and by the University of Rhode Island.

**Liquor Law Violations:****Section 46-10. Unlawful possession or consumption of alcoholic beverages by underage persons.**

- a. No person who exercises control over private real property may knowingly allow any other person under the age of 21 years who is not a child or minor ward of the person to possess or consume alcoholic beverages on the property, or allow any other person under the age of 21 years who is not a child or minor ward of the person to remain on the property if the person under the age of 21 years possesses or consumes alcoholic beverages on the property. The prohibitions of this subsection apply only to a person who is present and in control of the location at the time the possession or consumption occurs. The prohibitions of this subsection do not apply to the owner of rental property, or the agent of an owner of rental property, unless the possession or consumption occurs in the individual unit in which the owner or agent resides or unless the possession or consumption occurs while the owner or agent is present on the property.
- b. Nothing contained in this chapter shall be construed as prohibiting a parent or legal guardian of a minor from giving a minor alcoholic beverages or permit a minor to consume it within the home of the parent or legal guardian of the minor or at other private places not in view of the public where the parent or legal guardian is present.

**Section 46-8. Consumption of alcoholic beverages.**

It shall be unlawful for any person to drink or consume any alcoholic beverages in any motor vehicle either parked or being operated, or in any public place, as defined by this Code, within the town, except for such beverages served on the premises of alcoholic beverage licensees during the hours permitted by law.

**Section 46-11. Permit to Possess Kegs Required. – Excerpt**

Any individual of lawful age under the laws of the State of Rhode Island may possess a keg in a residentially zoned area or dwelling unit within the Town of Narragansett after first having obtained a permit and permit sticker from the Office of the Town Clerk. The permit fee for each keg is \$5.00. No person may possess more than one permit. No more than one keg may be possessed within any dwelling unit, lodging house, or rooming house located in a residentially zoned area within the Town of Narragansett. No resident shall possess or allow any other person to possess a keg contrary to this section.

## Noise Regulations

### Section 22-41. Noise.

1. Excessive noise is a serious hazard to the public health, safety and welfare and the quality of life in a close urban society.
2. A substantial body of science and technology exists by which excessive noise can be substantially abated without serious inconvenience to the public.
3. Certain of the noise producing equipment in this community is essential to the quality of life and should be allowed to continue at reasonable levels with responsible regulation.
4. Each person has a right to an environment reasonably free from noise which jeopardizes health or welfare or unnecessarily degrades the quality of life.
5. It is the declared policy of the town to promote an environment free from excessive noise, otherwise properly called noise pollution, which unnecessarily jeopardizes the public health, safety and welfare and degrades the quality of the lives of the residents of this community, without unduly prohibiting, limiting or otherwise regulating the function of certain noise producing equipment which is not amenable to such controls and yet is essential to the quality of life in the community.

### Section 22-46. Noise Disturbances prohibited.

- a. No person shall make, continue or cause to be made or continued, except as permitted in this article, any noise or sound which constitutes a noise disturbance. In the absence of specific maximum noise levels, a noise level must exceed the ambient noise level by five dBA or more, when measured at the nearest property line or, in the case of a multifamily residential building, when measured anywhere in one dwelling unit with respect to a noise emanating from another dwelling unit or from common space in the same building, in order to constitute a noise disturbance.
- b. Any person, including a police officer, or a municipal zoning or building official, may be a complainant for the purposes of instituting action for any violation of this chapter. For any violation of this section, the receiving land use involved may include real property contiguous to, or bounding the real property containing the source of the sound which is the subject of the violation.

**Section 22-60. Penalty for violation of article.**

- a. The penalty for violation of any section of this article shall be up to the maximum allowed by state law for municipalities to impose on ordinance violations as follows:
  1. The first offense shall be punished by the issuance of an order to cease and desist the violations and by a fine of up to \$200.00 or imprisonment of not more than 30 days.
  2. The second offense within a six-month period shall be punished by the issuance of an order to cease and desist the violation and by a fine of not less than \$350.00 or imprisonment of not more than 30 days.
  3. The third and all subsequent offenses shall be punished by the issuance of an order to cease and desist the violation and a fine of not less than \$400.00 or imprisonment of not more than 30 days.
- b. Each noise disturbance shall be considered a separate offense.
- c. Notwithstanding the above, any violation of this chapter which occurs in an area zoned residential by the Zoning Ordinance of the Town of Narragansett shall be subject to a minimal mandatory fine of \$500.00.

**Section 46-31. Loud or unruly gatherings-public nuisance.**

- a. It shall be a public nuisance to conduct a gathering of five or more persons on any private property in a manner which constitutes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood, as a result of conduct constituting a violation of law. Illustrative of such unlawful conduct is excessive noise or traffic, obstruction of public streets by crowds or vehicles, illegal parking, public drunkenness, public urination, the service of alcohol to minors, fights, disturbances of the peace, and litter.
- b. A gathering constituting a public nuisance may be abated by all reasonable means including, but not limited to, an order requiring the gathering to be disbanded and citation and/or arrest of any law violators under any applicable ordinances and state statutes.

## Nuisance House List (Orange Stickers)

The Narragansett Police Department typically gives a courtesy warning if the police department responds to your residence for a noise disturbance or loud party. If they respond back to the same residence during the same night/day, the renters/owners are charged and issued a summons for Municipal Court. This policy is subject to officer discretion to include size of the party, renter/owner cooperation and frequency of call to the residence in the past. Your residence will be placed on the Nuisance House List if any or all of the following occur:

1. The renters/owners host a large party.
2. The renters/owners are uncooperative when the police department responds to the residence for a noise disturbance/loud party.
3. The police department has received repeated calls of noise/loud parties at the same residence.

After a residence has been placed on the Nuisance House List a notice of the intervention shall be posted on the residence. Any notice posted between September 1 and May 31 of any year shall remain posted until May 31. Any notice posted between June 1 and August 31 of any year shall remain posted until August 31. If the notice is removed or defaced during this period there shall be a minimum mandatory \$100 fine for each occurrence. Once placed on the list, if the police department responds to the residence during the posting period the renters/owners will be cited to Municipal Court. No courtesy warning will be given during the posting period. If the police department does not respond back to the residence, once the posting period has expired the residence will be taken off the Nuisance House List. If the police department does respond to the residence for a noise/party complaint during the posting period the renters/owners will be charged for each subsequent occurrence:

1. First intervention minimum mandatory \$300 fine.
2. Second intervention minimum mandatory \$400 fine + min. 25 hours CS.
3. Third and subsequent intervention minimum mandatory \$500 fine + min 50 hours CS.

All residences placed on the Nuisance House List are subject to random noise meter checks without warning during their duration on the list. If a residence is found to be in violation the renters/owners will be cited to Municipal Court. It is hoped that this procedure will decrease the frequency and size of disturbances in the Town of Narragansett.

## Disorderly Conduct

### Section 46-3. Disorderly conduct.

A person shall be guilty of disorderly conduct if, with the purpose of causing public danger, alarm, disorder, nuisance, or if his conduct is likely to cause public danger, alarm, disorder or nuisance, he willfully does any of the following acts in a public place:

1. Commits an act in a violent and tumultuous manner toward another whereby the other is placed in danger of his life, limb or health;
2. Commits an act in a violent and tumultuous manner towards another whereby the property of any person is placed in danger of being destroyed or damaged;
3. Causes, provokes or engages in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;
4. Behaves in an intimidating, violent or forceful manner at any time in, upon or in the proximity of a public place in such manner that such conduct constitutes a clear and present danger to the free and lawful movement of any person or to the extent that any other person will be, or is likely to be, restrained, enjoined, incapacitated or stopped in their lawful exercise of business, occupation, amusement, recreation or any other lawful pursuit;
5. Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear such public way or public place when ordered to do so by the town police or other lawful authority;
6. Disturbs the peace of another or others by violent, indecent, offensive, hostile, boisterous or obscene conduct, which conduct, is designed or calculated or likely to cause anguish or injury to another or others;
7. Damages, befouls, urinates, defecates or disturbs a public place or the property of another so as to create a hazardous, unhealthy or physically offensive condition, or throws, drops or places any bottle, can, paper, or other litter in a public place or on the property of another;
8. Acts in a manner designed, likely or tending to cause or provoke disturbance in any public building or place of business wherein matters affecting the public are being considered or deliberated and which is designed, likely or tending to interfere with the orderly conduct or procedure of such consideration or deliberation.

## Penalties for Violation of Selected Statutes

### Drinking in Public – Ch.13, Sec. 13-9

1. \$100 Fine
2. \$100-\$200 Fine, and/or 30 Hours of Community Service (CS)

### Misstatement of Age – 3-8-6

1. \$100 - \$500 Fine, and/or 30 Hours CS, and 30 day Loss of License
2. \$500-\$700 Fine, and/or 40 Hours CS, and 3 months Loss of License

### Consuming Alcohol by Minor – 3-8-6

1. \$100-\$750 Fine, 30 hours CS and 60 Day Loss of Drivers License
2. \$300-\$750 Fine, 30 Hours CS, 60 day loss of Drivers License and/or Substance Abuse Counseling

### Possession of Alcohol by Minor – 3-8-10

1. \$100-\$750 Fine, 30 hours CS and 60 Day Loss of Drivers License
2. \$300-\$750 Fine, 30 Hours CS, 60 day loss of Drivers License and/or Substance Abuse Counseling

### Transportation of Alcohol by a Minor – 3-8-9

1. Up to \$250 Fine + loss of Drivers License up to 30 days
2. Up to \$500 Fine + loss of license up to 90 days

### Driving Under the Influence (DUI)

1. License suspended for 1-6 months and/or fine of \$100 to \$300; 10 to 60 hours of community service; a course on driving while intoxicated and/or alcohol or drug treatment and/or up to 1 year in jail.
2. Subsequent offenses have increasing penalties.

### Driving While Impaired (DWI – 18 to 21)/(Blood Alcohol Content at least .02% but less than .10%):

1. 1st Offense: License suspended for 1-3 months, a fine of \$250, 30 hours of community service, attendance at a course “Driving While Intoxicated” (District Court Judge’s discretion); take part in an alcohol-drug treatment program (District Court Judge’s discretion). Subsequent offenses have increasing penalties.

### Penalties for refusal to submit to a chemical test:

1. OVER 21 – Same as those for DUI/DWI
2. UNDER 21 – Same as over 21 with a six-month license suspension

### Purchasing/Procuring Alcohol for Minor – 3-8-11.2

1. \$350-\$1000 Fine and/or Up to 6 months in Jail

**Permit To Possess Kegs Required – Ch.47, Sec.47-2**

1. Up to \$500 Fine and/or up to 30 days in jail

**Disturbing the Peace/Loud Parties – Ch.13, Sec.13-3**

1. Up to \$500 Fine (Per Renter)
2. Up to \$500 Fine and/or 20 Hours CS
3. Up to \$500 Fine and/or 30 Hours CS

**Disorderly Conduct – 11-45-1**

1. Up to 6 Months in Jail, and or Up to \$500 Fine

**Failure to Disperse – Ch.13, Sec.13-5**

1. Up to \$500 Fine
2. Up to \$500 Fine and/or 20 Hours CS

**Noise Ordinance – Ch.22 Sec.22**

1. Up to \$200 Fine or thirty (30) days in jail
2. Not less than \$350 Fine or 30 days in jail
3. Not less than \$400 Fine or 30 days in jail
4. Any violation in an area zoned residential shall be subject to a minimal fine of \$500. (60 dba Day, 50 dba Night after 10 pm)



## Housing Laws

### *Eviction for noncompliance with rental agreement*

- a. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with § 34-18-24 materially affecting health and safety, the landlord shall deliver a written demand notice to the tenant, in a form substantially similar to that provided in § 34-18-56(b), specifying:
  1. he acts and/or omissions constituting the breach of the rental agreement or of § 34-18-24;
  2. The acts, repairs, or payment of damages, which are necessary to remedy the breach; and
  3. That unless the breach is remedied within twenty (20) days of mailing of the notice the rental agreement shall terminate upon a specified date, which shall not be less than twenty-one (21) days after the mailing of the notice.
- b. Unless it is a violation of § 34-18-24(8), (9), or (10), if the tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If the breach is not remedied, the landlord may commence an eviction action, which shall be filed no earlier than the first day following the termination date specified in the written demand notice. The action shall be initiated by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent" in the appropriate court according to the form in § 34-18-56(e).
- c. The summons shall be in the form provided in § 34-18-56(h) and shall specify that the tenant has twenty (20) days from the date of service in which to file his or her answer to the complaint, and that if he or she fails to file his or her answer within that time, he or she will be defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of the appropriate court.
- d. Except as provided in this chapter, the landlord may recover possession, actual damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or § 34-18-24. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.
- e. If substantially the same act or omission which constituted a prior noncompliance, of which good faith notice was given, recurs within six (6) months, the landlord may terminate the rental agreement upon at least twenty (20) days' written notice, specifying the breach and the date of termination of the rental agreement. No allowance of time to remedy noncompliance shall be required.

- f. If the tenant has violated § 34-18-24(8), (9), or (10), or if the tenant (i) is a seasonal tenant occupying the premises pursuant to a written lease agreement which commences no earlier than May 1st of the occupation year and expires no later than October 15th of the occupation year, or commences no earlier than September 1st and expires no later than June 1st of the next subsequent year, with no right of renewal or extension beyond the above dates; and (ii) has been charged with violating a municipal ordinance or has otherwise violated the terms of the rental agreement pertaining to legal occupancy or excessive noise or other disturbance of the peace, the landlord shall not be required to send a notice of noncompliance to the tenant and may immediately file a complaint for eviction in a form substantially similar to that provided in § 34-18-56(e) and seek the relief set forth in subsection (d).

### Requirements of Landlords

#### **Sec. 34-186. Sanitary facilities, plumbing and drainage.** – Excerpt

- h. Rubbish storage and disposal facilities.* Every dwelling shall have adequate rubbish storage and disposal facilities or containers and must comply with the following regulations:
1. All rubbish storage and disposal facilities and all containers must have lids or covers.
  2. No rubbish storage and disposal facility and no container shall be stored in any front yard or minimum side yard.
- i. Garbage storage and disposal facilities.* Every dwelling shall have adequate garbage storage and disposal facilities or containers and must comply with the following regulations:
1. All garbage storage and disposal facilities and all containers must have lids or covers.
  2. No garbage storage and disposal facility and no container shall be stored in any front yard or minimum side yard.

(Code 1986, § 10-141)

**Sec. 34-191. Responsibilities of owners, operators and occupants. – Excerpt**

- d. *Disposal facilities.* Every owner of a dwelling shall be responsible for the supply on the premises of such rubbish and garbage disposal facilities and storage containers for each dwelling thereon as are required by subsections 34-186(h) and 34-186(i) and shall be responsible that such facilities are maintained in good repair and sanitary condition. The owner shall provide for the proper collection and removal of their contents to an authorized disposal area on a weekly basis.
- e. *Manner of waste disposal.* Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the facilities provided as required by subsections 34-186(h), 34-186(i) and subsection (d) of this section.
- k. *Supplied heat.* Every owner or operator of a dwelling who permits to be occupied any dwelling unit therein under an agreement, express or implied, to supply or furnish heat to the occupants of such dwelling unit, shall maintain therein from October 1 to May 1, a minimum air temperature level of not less than 68 degrees Fahrenheit at least three feet above floor level during an outside air temperature of zero degrees Fahrenheit or above between the hours of 6:30 a.m. and 11:00 p.m. and not less than 60 degrees Fahrenheit between the hours of 11:00 p.m. and 6:30 a.m. in all habitable rooms, bathrooms, toilet rooms and compartments and communicating corridors. When the outside air temperature drops below zero degrees Fahrenheit, heating facilities shall be operated so as to furnish at least the minimum requirements of this section. Whenever heating facilities are incapable of furnishing the minimum requirements of this section at an outside air temperature of below zero degrees Fahrenheit, they shall be operated to full capacity. Whenever a dwelling is heated by means of a central heating facility, or other heating apparatus under the control of the owner or operator of the dwelling, such owner or operator, in the absence of a written contract or agreement to the contrary, shall be deemed to have contracted, undertaken or bound himself to furnish heat in accordance with the provisions of this subsection. The provisions of this subsection shall not apply where the failure to maintain such air temperature level is approved by the director because of a general shortage of fuel, or any negligent or malicious act of the occupant or while repairs are being expeditiously made to the heating equipment, or any cause beyond the control of the owner or operator.

## Rhode Island Landlord – Tenant Handbook

### General Provisions

#### **B. Prohibited Provisions (p. 5 & 6)**

No rental agreement can make a tenant agree to waive rights or remedies provided by law, or allow the landlord to waive or limit legal responsibilities. Since illegal clauses are unenforceable, they should be deleted from contractual agreements to avoid giving tenants a misleading impression of their responsibilities. If a landlord deliberately uses a rental agreement containing provisions that are known to be prohibited, the tenant may go to court to recover actual damages, an amount of up to 3 times the rent, and attorney fees.

#### **C. Notices (p. 6)**

Landlords and tenants must give proper notice as mentioned under specific topics throughout this handbook. Unless otherwise specified, such notice will usually involve:

1. Informing the other person, as when the landlord tells a new tenant what the rules and regulations are, or when the tenant is given a two-day verbal notice of a need for the landlord or others to enter the unit to inspect it, make repairs, show it to potential renters or buyers, etc; or
2. Sending a written notice by first-class mail to the place the other person usually receives communications or to their last known address.

### Landlord Responsibilities

#### **A. Security Deposits and Other Prepayments (p.8)**

A landlord can take a security deposit from a tenant at the beginning of a new rental term but it cannot exceed one month's rent. Taking a greater sum subjects the landlord to a possible suit under section 56f of the "Act". The deposit must be returned within twenty days after the tenant gives proper notice, moves out, returns the key, and provides a forwarding address. When returning the deposit, the landlord must send the tenant an itemized notice listing any legal deductions withheld from the money being returned. Such deductions can only be for unpaid rent (not future rent that might be legally owed), and physical damages other than ordinary wear and tear. If the landlord fails to comply with the law concerning the return of a security deposit, the court may require a damage payment to the tenant of twice the amount illegally withheld, plus attorney fees. When rental property is sold, security money should be transferred to the new owner since it is this individual who will be held legally responsible for the return of funds when the tenant moves.

Separate amounts of money can be requested from a new tenant for prepaid rents, etc. Since the State law does not specifically govern such payments, disputes must be settled in Small Claims Court or through a civil court action like any other monetary dispute or by bringing an action in the local district court by filling out and submitting a Landlord-Tenant Complaint form.

**R. Remedy for Wrongful Failure to Return Security Deposits or Other Prepaid Amounts (p. 15)**

The landlord must return the security deposit or a listing of damages and the remaining amount (if any) within 20 days after the tenant moves, returns the key, and leaves a forwarding address. If the money and/or a list of any damages is not provided as the law demands, the former tenant can initiate legal action through the local district court by filing a "Landlord-Tenant Complaint" form (RIGL 34-18-56f is provided by the court clerk) for non-eviction situations and appearing on the court date specified with proof of having made the original payment. An alternative that can be taken is to request a small claims court form from the court clerk and filing the claim through a small claims court action. If the tenant files a court action under section 56f to recover security funds which legally should have been returned, the judge may allow the tenant the amount due together with damages equal to twice the amount wrongfully withheld, plus attorney fees. A request for such damages must be made when filling out the complaint form.

## Important Phone Numbers

### Emergency

Fire/Rescue/Police	789-1000
Police	789-1091
RI Poison Control	444-5227
RI State Police (Emergency Calls)	444-1000
South County Hospital Emergency Room	782-8010

### Non-Emergency

24-Hour Complaints	1-800-498-1330
Dept. of Environmental Management Rabies Hotline	1-800-482-7878
URI Campus Police	874-2121

### Town and State Numbers

Amtrak	1-800-872-7245
Animal Rescue League	783-0624
Board of Canvassers (Voter Registration)	782-0625
Peter Pan Bus Terminal	751-8800
Free Library	789-9507
McGrath Judicial Complex	782-4131
Motor Vehicles Division	588-3020
Narragansett Chamber of Commerce	783-7121
Parks and Recreation Department (Info Line)	782-0656
Post Offices	
Narragansett	783-2811
Wakefield	782-8160

Public Defender's Office	782-4180
State of Rhode Island (Info. for all Departments)	1-800-752-8088
Tennis Courts	782-0695
T.F. Green Airport	737-8222
Town Clerk	782-0624
Town of Narragansett (All Departments)	789-1044

### **Social Services**

AIDS Hotline	1-800-235-2331
Bell Atlantic	1-800-895-8044
Better Business Bureau	785-1212
Cocaine Hotline	1-800-222-0828
Day One – Sexual Assault and Trauma Resource Center	421-4100
RI Alcohol Counseling	1-800-622-7422
Women's Resource Center of South County	782-3990

### **Utilities**

National Grid Electric Company	
Power Outages	1-800-909-1212
Customer Services	1-800-322-3223
Providence Gas	1-800-544-4944

## URI Quick Guide

Admissions (Green Hall)	874-7100	Off-Campus Housing	874-2828
Advisors for University College	874-2993	Snow Storm and Emergency Closings	874-SNOW
Athletics	874-2368	Student Activities	874-2726
Bookstore	874-2721	Student Life	874-2101
Campus Dining Services	874-2050	Student Mail	874-2189
Campus Operator	874-1000	Student Senate	874-2261
Career Services	874-2311	Veterans Affairs	1-800-827-1000
Chaplains		Writing Center	874-4690
Catholic	874-2324		
Jewish	874-2740		
Protestant	874-4784		
Clearinghouse for Volunteers	874-2568		
Counseling Center	874-2288		
Disability Services	874-2098		
Enrollment Services	874-9500		
Bursar	874-2742		
Financial Aid	874-2314		
Registrar	874-2816		
Graduate School	874-2262		
Health Services	874-2246		
Housing and Residential Life	874-5374		
International Student Center	874-2395		
Internships Office	874-2160		
Mackal Field House (Rec. Services)	874-2029		
Multicultural Student Services	874-2851		
New Student Programs	874-4076		

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