

2023 -- H 6062

LC002347

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2023

A N A C T

RELATING TO PROPERTY – RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Speakman, Cruz, Morales, and Sanchez

Date Introduced: March 03, 2023

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 34-18 of the General Laws entitled "Residential Landlord and Tenant
2 Act" is hereby amended by adding thereto the following section:

3 **34-18-58. Tenants' bill of rights.**

4 A tenant shall be provided the following rights:

5 (1) Prior to the commencement of any hearing, the judge shall advise the tenant in any
6 eviction matter, that if they are financially unable to engage counsel, and there are children that are
7 permanent residents of the dwelling, that they are entitled to the services of the public defender.
8 The public defender shall, at the request of a judge of a district court, appear in court on behalf of
9 that person.

10 (2) The right of habitability in accordance with § 45-24.3-6.

11 (3) Tenants shall be permitted to freely and peacefully come together, free from
12 harassment, to organize for their rights, in accordance with § 34-18-46.

13 (4) A right of refusal to purchase the real property in which they reside in the event a
14 landlord desires to sell the property. The landlord shall provide the tenant with a sixty (60) day
15 period to exercise the right of first refusal which shall be based on identical terms the property is
16 offered to any other potential purchaser. This provision shall exclude the sale of a single “dwelling
17 unit” as defined in § 45-24-31(24).

18 (5) It shall be unlawful for a landlord or any person or other entity whose business includes
19 showing, leasing or renting properties to prospective tenants to discriminate against any person in

1 making available a rental property, or in the terms and conditions of the rental property, because of
2 race, color, religion, marital status, former service in the military irrespective of discharge status,
3 active service in the armed forces, country of ancestral origin, sex, sexual orientation, gender
4 identity or expression, age, disability, familial status, source of income, or employment or lack
5 thereof, criminal record or housing, or credit score.

6 (6) The right to be free from eviction without good cause pursuant to §§ 34-18-35 and 34-
7 18-36.

8 SECTION 2. Section 34-18-15 of the General Laws in Chapter 34-18 entitled "Residential
9 Landlord and Tenant Act" is hereby amended to read as follows:

10 **34-18-15. Terms and conditions of rental agreement.**

11 (a) A landlord and a tenant may include in a rental agreement terms and conditions not
12 prohibited by this chapter or other rule of law, including rent, term of the agreement, and other
13 provisions governing the rights and obligations of the parties.

14 (b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and
15 occupancy of the dwelling unit.

16 (c) Rent is payable without demand or notice at the time and place agreed upon by the
17 parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at
18 the beginning of any term of one month or less and otherwise in equal monthly installments at the
19 beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day-to-
20 day.

21 (d) Unless the rental agreement fixes a definite term, the tenancy is week-to-week in case
22 of a roomer who pays weekly rent, and in all other cases month to month.

23 (e) A tenant who is sixty-five (65) years of age or older or who will turn sixty-five (65)
24 during the term of a rental agreement for a dwelling unit may terminate such a rental agreement in
25 order to enter a residential care and assisted living facility, as defined in § 23-17.4-2, a nursing
26 facility, or a unit in a private or public housing complex designated by the federal government as
27 housing for the elderly. The tenant may terminate the rental agreement by notice given in writing
28 to the usual person to whom rental payments are made. The notice shall be accompanied by
29 documentation of admission or pending admission to a facility or housing complex described in
30 this section. Termination of the rental agreement shall be effective no earlier than forty-five (45)
31 days after the first rental payment due date following delivery of written notice of termination.

32 (f)(1) A lease of premises occupied, or intended to be occupied, by a servicemember or a
33 servicemember's dependents may be unilaterally terminated if:

34 (i) The lease is executed by or on behalf of a person who, thereafter, and during the term

1 of the lease, enters military service; or

2 (ii) The servicemember, while in military service, executes the lease and thereafter receives
3 military orders for a change of permanent station or to deploy with a military unit, or as an
4 individual in support of a military operation, for a period of not less than ninety (90) days; and

5 (iii) The lessee delivers to the lessor (or the lessor's grantee), or to the lessor's agent (or
6 the agent's grantee), written notice of the termination, and a copy of the servicemember's military
7 orders.

8 (2) Effective date of lease termination. In the event that a lease provides for monthly
9 payment of rent, termination of the lease under this section is effective thirty (30) days after the
10 first date on which the next rental payment is due and payable after the date on which the notice is
11 delivered.

12 (3) In the case of any other lease, termination of the lease is effective on the last day of the
13 month following the month in which the notice is delivered.

14 (4) The lessee shall be responsible for rent amounts of the lease that are unpaid for the
15 period preceding the effective date of the lease termination on a prorated basis. The lessor may not
16 impose an early termination charge, but any taxes, summonses, or other obligations and liabilities
17 of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee
18 for excess wear, that are due and unpaid at the time of termination of the lease, shall be paid by the
19 lessee.

20 (5) Rent paid in advance. Rents or lease amounts paid in advance for a period after the
21 effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the
22 lessor's assignee or the assignee's agent) within thirty (30) days of the effective date of the
23 termination of the lease.

24 (6) A lessee's termination of a lease pursuant to this section shall terminate any obligation
25 a dependent of the lessee may have under the lease.

26 (g) Prior to the expiration of a lease, and upon a written agreement between a landlord and
27 tenant to renew a lease, the default renewal period shall be year-to-year. The tenant shall retain the
28 exclusive option to waive this default year-to-year term in favor of a differing renewal term agreed
29 to by both the tenant and the landlord. Upon renewal of a lease, a landlord may not raise rent more
30 than four percent (4%) in a given year absent articulable evidence necessitating an increase of rent
31 at a rate greater than four percent (4%) in a given year.

32 SECTION 3. Section 45-24.3-6 of the General Laws in Chapter 45-24.3 entitled "Housing
33 Maintenance and Occupancy Code" is hereby amended to read as follows:

34 **45-24.3-6. Responsibilities of owners and occupants.**

1 (a) No owner or operator or other person shall occupy, or let to another person, any vacant
2 dwelling, dwelling unit, or structure unless it and the premises are clean, sanitary, fit for human
3 occupancy, and comply with this chapter and all applicable legal requirements of the state and the
4 corporate unit.

5 (b) Every owner of a multiple dwelling is responsible for maintaining, in a clean and
6 sanitary condition, the shared or public areas of the dwelling and premises. Occupants of two (2)
7 and three (3) family dwellings shall share the maintenance of clean and sanitary conditions within
8 the shared or public areas of the dwelling and premises.

9 (c) Every occupant of a dwelling, dwelling unit, or structure shall maintain in a clean
10 sanitary condition that part or those parts of the dwelling, dwelling unit, or structure and premises
11 that the occupant occupies and controls.

12 (d) Every occupant of a dwelling, dwelling unit, or structure shall dispose of all his or her
13 rubbish in a clean, sanitary, and safe manner.

14 (e) Every occupant of a dwelling, dwelling unit, or structure shall dispose of all his or her
15 garbage and any other organic waste which might provide food for insects and/or rodents in a clean,
16 sanitary, and safe manner, and if a container is used for storage pending collection it shall be rodent
17 proof, insect proof, and watertight.

18 (f) Every owner or operator of a dwelling containing four (4) or more dwelling units shall
19 supply facilities or containers for the sanitary and safe storage and/or disposal of rubbish and
20 garbage. In the case of single, two (2) or three (3) family dwellings and structures it is the
21 responsibility of the occupant to furnish those facilities or refuse containers.

22 (g) The owner of a dwelling, dwelling unit, or structure is responsible for providing and
23 hanging all screens and double or storm doors and windows where used for ventilation whenever
24 they are required under the provisions of this chapter or any rule or regulation adopted pursuant to
25 this chapter, except where there is a written agreement between the owner and occupant. In the
26 absence of an agreement, maintenance or replacement of screens, and storm doors and windows,
27 once installed in any one season, become the responsibility of the occupant.

28 (h) The owner of a dwelling or dwelling unit is responsible for the providing and hanging
29 of shades or other devices on every window of every room used for sleeping and for every room
30 equipped with a flush water closet or bathtub, affording privacy to persons within those rooms.
31 Once installed in any one rental by the owner, replacements become the responsibility of the
32 occupant.

33 (i) Every occupant of a dwelling containing a single dwelling unit and every occupant of a
34 structure is responsible for the extermination of any insects, rodents, or other pests therein or on

1 the premises. Every occupant of a dwelling unit, in a dwelling containing more than one dwelling
2 unit, is responsible for this extermination whenever his or her dwelling is the only one infected.
3 Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by a
4 failure of the owner to maintain a dwelling in a rodent-proof or reasonably insect-proof condition,
5 extermination is the responsibility of the owner. Whenever infestation exists in two (2) or more of
6 the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two
7 (2) or more dwelling units, extermination is the responsibility of the owner.

8 (j) Every occupant of a dwelling unit or structure shall keep all supplied plumbing fixtures
9 and facilities in a clean and sanitary condition, and is responsible for the exercise of reasonable
10 care in their proper use and operation.

11 (k) No owner or occupant of a dwelling, dwelling unit, or structure shall accumulate or
12 permit the accumulation of rubbish, boxes, lumber, scrap metal, or any other materials in a manner
13 that may provide a rodent harborage in or about any dwelling, dwelling unit, or structure. Stored
14 materials shall be stacked neatly in piles elevated at least eighteen inches (18") above the ground
15 or floor. The provisions of this subsection do not apply to firewood or kindling wood stored in or
16 about any dwelling, dwelling unit, or structure by the owner or occupant of that property; provided,
17 that the wood is stored for use within the dwelling, dwelling unit or structure, unless prohibited by
18 town or city ordinance.

19 (l) Every owner of a multiple dwelling is responsible for the mitigation of insect
20 infestations including, but not limited to, bed bugs, ants, cockroaches, termites, fleas, and flies. The
21 owner shall be required to obtain an inspection of the infestation not more than ninety-six (96)
22 hours after receiving notice from the occupant. The owner shall be required to communicate to the
23 occupant the results of the inspection within two (2) business days of the inspection. The owner
24 shall be required to commence mitigation efforts within five (5) business days of receiving notice
25 from an inspector of the presence of an infestation.

26 SECTION 4. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO PROPERTY – RESIDENTIAL LANDLORD AND TENANT ACT

1 This act would create a tenants’ bill of rights wherein a tenant would be provided a right to
2 counsel, a right of habitability, the right to freely and peacefully come together to organize for their
3 rights, right of first refusal to purchase the real property they reside within if put on the market for
4 sale, and the right to be free from eviction without good cause. Tenants would also be provided a
5 default renewal period of year to year upon the renewal of any lease, and the landlord would be
6 prohibited from increasing the rent by more than four percent (4%) annually absent articulable
7 evidence necessitating an increase of rent at a rate greater than four percent (4%). Landlords would
8 further be responsible for the mitigation of insect infestations of a multiple family dwelling.

9 This act would take effect upon passage.

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