

2023 -- S 0371 SUBSTITUTE A

LC001475/SUB A

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: Senators Bell, Mack, Valverde, Murray, Lauria, Zurier, Kallman,
Quezada, Gu, and DiMario

Date Introduced: February 16, 2023

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 2. Section 34-18-38 of the General Laws in Chapter 34-18 entitled "Residential
2 Landlord and Tenant Act" is hereby amended to read as follows:

3 **34-18-38. Eviction for unlawfully holding over after termination or expiration of**
4 **tenancy.**

5 (a) If the tenant remains in possession without the landlord's consent after expiration of the
6 term of the rental agreement or after the termination of a periodic tenancy, the landlord may
7 commence an eviction action, which may be filed no earlier than the first day following the
8 expiration or termination of the tenancy. The action shall be commenced by filing a "Complaint for
9 Eviction for Reason Other Than for Nonpayment of Rent," which shall be filed in the appropriate
10 court according to the form provided in § 34-18-56(e).

11 (b) The summons shall be in the form provided in § 34-18-56(h) and shall specify that the
12 tenant has twenty (20) days from the date of service in which to file his or her answer to the
13 complaint, and that if he or she fails to file his or her answer within that time, he or she will be
14 defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of the
15 appropriate court.

16 (c) If the tenant's holdover is willful and not in good faith, the landlord may also recover,
17 in addition to possession, an amount not more than three (3) months' periodic rent or threefold the
18 actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the
19 landlord consents to the tenant's occupancy, the parties may agree to a definite term. If no term is

1 specified, the term shall be week-to-week if the tenant pays on a week-to-week basis, and in all
2 other cases, month-to-month.

3 (d) If a tenant dies during the term of the rental agreement, leaving no remaining signatories
4 to the rental agreement living within the dwelling unit, the deceased's live-in caregiver or any other
5 person of at least eighteen (18) years of age residing in the dwelling unit shall be permitted to
6 continue the rental agreement for a period of time known as the post-death rental grace period. Any
7 such person residing in the dwelling unit who chooses to continue the rental agreement shall be
8 known as the grace period temporary tenant. The following conditions shall apply:

9 (1) The grace period temporary tenant shall pay the rent agreed to in the rental agreement
10 and assume all other obligations of the tenant pursuant to the terms of the existing rental agreement.

11 (2) If the landlord objects to assigning grace period temporary tenant status by contesting
12 whether the person was, in fact, residing in the unit, such person shall have the burden of proving
13 that they were, in fact, residing in the unit.

14 (i) The following shall be accepted as evidence of residing in the unit;

15 (A) A current voter registration at the address in question;

16 (B) An official state identification card or motor vehicle license;

17 (C) A utility bill in the person's name indicating that the person resides at the address;

18 (D) A payroll check with the applicant's name and address of residence;

19 (E) A letter issued by a state or federal agency;

20 (F) An insurance policy or associated documentation;

21 (G) A jury duty summons;

22 (H) A W-2 form or other tax document;

23 (I) An installment loan contract;

24 (J) A social security administration statement;

25 (K) A pension or retirement account statement;

26 (L) An affidavit signed under penalty of perjury indicating that the person does, in fact,
27 reside in the unit;

28 (M) Any other form of evidence that the department of housing may establish as sufficient
29 through regulation.

30 (ii) Even if the person seeking grace period temporary tenant status shall present sufficient
31 evidence to satisfy the requirements of subsection (d)(2)(i) of this section, the landlord shall have
32 the right to present evidence to the district court to rebut the claim that the person seeking grace
33 period temporary tenant status does, in fact, reside in the unit.

34 (3) The grace period temporary tenant may terminate the post-death rental grace period at

1 any time; provided, however, that the termination of the post-death rental grace period shall not be
2 construed to relieve the grace period temporary tenant from any obligations incurred under the
3 rental agreement during the duration of the post-death rental grace period.

4 (4) The length of the post-death rental grace period shall be three (3) months or the
5 remaining term of the rental agreement, whichever is shorter, unless the grace period temporary
6 tenant chooses a shorter period, or the landlord and the grace period temporary tenant mutually
7 agree on a longer period. The post-death rental grace period shall commence upon the death of the
8 leaseholder.

9 (5) Rent due for part of a month shall be prorated.

10 (6) Nothing in this section shall be construed to obligate the deceased's live-in caregiver or
11 any other person residing in the dwelling unit to continue the rental agreement or assume any
12 obligations of the rental agreement.

13 (7) Nothing in this section shall be construed to restrict the ability of the landlord and
14 dwelling unit resident(s) to enter into a new mutually agreeable rental agreement.

15 (8) Any past due rent left unpaid by the deceased tenant shall remain an obligation of the
16 estate of the deceased.

17 (9) Nothing in this section shall be construed to convey any civil or criminal liability on
18 the grace period temporary tenant for any actions of the deceased tenant.

19 (10) The landlord shall have the right to deduct damages to the dwelling unit incurred by
20 the deceased tenant or the grace period temporary tenant from a preexisting security deposit,
21 pursuant to the terms of the rental agreement, but the landlord shall not have the right to require an
22 additional security deposit from the grace period temporary tenant. The remaining balance of the
23 security deposit shall be allocated between the estate of the deceased and the grace period
24 temporary tenant proportional to the amount of time the deceased and the grace period temporary
25 tenant were party to the rental agreement, unless the duration of the post-death rental grace period
26 shall be less than one month, in which case the balance of the security deposit shall be transferred
27 in full to the estate of the deceased.

28 (11) If multiple eligible residents of the dwelling unit separately elect to become grace
29 period temporary tenants, all obligations of the rental agreement, including rent, shall be divided
30 among them proportionally for such time as each shall remain a grace period temporary tenant.

31 (12) If an eligible resident of the dwelling unit continues to reside within the rental unit for
32 more than seven (7) days, they shall be assumed to have elected to become a grace period temporary
33 tenant.

1 SECTION 3. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
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- 1 This act would permit those other residents of a residential dwelling unit to extend the term
- 2 of the rental agreement for a period of three (3) months after the death of the lessee.
- 3 This act would take effect upon passage.

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