

**2024 -- H 7162 SUBSTITUTE A**

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LC003389/SUB A  
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**STATE OF RHODE ISLAND**

**IN GENERAL ASSEMBLY**

**JANUARY SESSION, A.D. 2024**

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A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives J. Lombardi, Hull, Ajello, Felix, Morales, Henries,  
Stewart, Alzate, and Cruz

Date Introduced: January 11, 2024

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1           SECTION 1. 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 agreed rent set forth in the rental  
10 agreement and assume all other obligations of the tenant pursuant to the terms of the existing rental  
11 agreement.

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

15 (i) The following items shall be accepted as evidence of residing in the unit:

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

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

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

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

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

21 (F) An insurance policy or associated documentation;

22 (G) A jury duty summons;

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

24 (I) An installment loan contract;

25 (J) A social security administration statement;

26 (K) A pension or retirement account statement;

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

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

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

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

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

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

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

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

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

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

20           (10) The landlord shall have the right to deduct damages to the dwelling unit incurred by  
21 the deceased tenant or the grace period temporary tenant from a preexisting security deposit,  
22 pursuant to the terms of the rental agreement, provided, however, the landlord shall not have the  
23 right to require an additional security deposit from the grace period temporary tenant. If the duration  
24 of the post-death rental grace period exceeds one month, then the balance of the security deposit,  
25 net of damages deducted pursuant to § 34-18-19, shall be allocated to the grace period temporary  
26 tenant. If the duration of the post-death rental grace period does not exceed one month, then the  
27 balance of the security deposit, net of damages deducted pursuant to § 34-18-19, shall be allocated  
28 to the estate of the deceased tenant.

29           (11) If multiple eligible residents of the dwelling unit separately elect to become grace  
30 period temporary tenants, they shall be responsible for all obligations of the rental agreement,  
31 including rent, on a joint and several basis.

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

1           (13) If there is an ongoing eviction for noncompliance with the rental agreement pursuant  
2 to § 34-18-36, the matter shall be permitted to continue as it relates to noncompliance with the  
3 rental agreement by the grace period temporary tenant.

4           SECTION 2. 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

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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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