

2024 -- H 7647 SUBSTITUTE A

LC004672/SUB A

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2024

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Kislak, Cruz, Tanzi, Felix, Giraldo, Voas, Stewart,
Morales, Slater, and Diaz

Date Introduced: February 15, 2024

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 **34-18-61. Convenience fees prohibited.**

4 (a) A landlord shall not charge a convenience fee to a tenant's rental payment.

5 (b) Subsection (a) of this section shall not apply to any landlord that accepts a form of
6 payment of rent which does not require a convenience fee for such payment.

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

9 **34-18-15. Terms and conditions of rental agreement.**

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

13 (1) If there are fees beyond the rent that apply to the rental of a unit, the lease shall disclose
14 those fees in the same section as the rent disclosure and shall indicate that additional fees may
15 apply. This requirement does not apply whenever the tenant or unit are receiving state of federal
16 subsidies that require a different lease format.

17 (2) If there is no written lease, the landlord shall provide to the tenant, in writing, a list of
18 all fees beyond the rent that apply to the rental of the unit. Any change in required fees must be
19 disclosed in writing at least thirty (30) days prior to the change becoming effective.

1 (3) In any lease agreement the landlord shall disclose which utility cost are included in the
2 rent and which utility cost are the tenant's responsibility. If there is no written lease, the landlord
3 shall provide this information to the tenant writing.

4 (4) If a tenant is required to obtain renters insurance, this requirement must be stated in the
5 lease or if there is no written lease the landlord shall provide this information to the tenant in
6 writing.

7 (5) If a landlord fails to comply with subsections (a)(1) through (a)(4) of this section, the
8 tenant may recover any fees paid for the unit that were not disclosed as required.

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

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

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

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

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

29 (i) The lease is executed by or on behalf of a person who, thereafter, and during the term
30 of the lease, enters military service; or

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

34 (iii) The lessee delivers to the lessor (or the lessor's grantee), or to the lessor's agent (or

1 the agent's grantee), written notice of the termination, and a copy of the servicemember's military
2 orders.

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

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

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

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

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

21 **SECTION 3. This act shall take effect on January 1, 2025.**

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
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RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

1 This act would require landlords to list all mandatory fees when advertising any residential
2 property for rent in the same section of the agreement as the rent disclosure and would prohibit a
3 landlord from charging a convenience fee when the tenant pays rent, unless the landlord accepts
4 other forms of payment of rent, such as a check or cash, without a convenience fee.

5 This act would take effect on January 1, 2025.

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