

2026 -- H 7199 SUBSTITUTE A

LC003973/SUB A/2

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT -- RHODE ISLAND SURVIVOR EARLY LEASE TERMINATION ACT

Introduced By: Representatives Alzate, Craven, Casimiro, Speakman, Fogarty, Giraldo, Hull, Shanley, Felix, and Potter

Date Introduced: January 21, 2026

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 34-18-11 of the General Laws in Chapter 34-18 entitled "Residential
2 Landlord and Tenant Act" is hereby amended to read as follows:

3 **34-18-11. Definitions.**

4 Subject to additional definitions contained in subsequent sections of this chapter which
5 apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

6 (1) "Abandonment" means the tenant has vacated the premises without notice to the
7 landlord and has no intention of returning, as evidenced by nonpayment of rent for more than fifteen
8 (15) days and removal of substantially all possessions from the premises;

9 (2) "Abuse" means an act or failure to act that presents an imminent risk of serious harm
10 to an individual and, for purposes of this chapter includes, but is not limited to, any of the following
11 crimes, regardless of whether these acts or threats have been reported to law enforcement officers:

12 (i) Child abuse (§ 11-9-5.3);

13 (ii) Child molestation (§§ 11-37-8.1 and 11-37-8.3);

14 (iii) Domestic violence;

15 (iv) Enticement of children (§ 11-26-1.5);

16 (v) Indecent solicitation of a child (§ 11-37-8.8);

17 (vi) Kidnapping (§§ 11-26-1 and 11-26-1.4);

18 (vii) Sexual assault (chapter 37 of title 11);

- 1 [\(viii\) Stalking \(§ 11-59-2\);](#)
2 [\(ix\) Strangulation \(§ 11-5-2.3\); and](#)
3 [\(x\) Trafficking \(chapter 67.1 of title 11\).](#)

4 ~~(2)~~(3) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other
5 proceeding in which rights are determined, including an action for possession;

6 ~~(3)~~(4) "Building and housing codes" include any law, ordinance, or governmental
7 regulation concerning fitness for habitation, or the construction, maintenance, operation,
8 occupancy, use, or appearance of any premises of dwelling unit;

9 [\(5\) "Domestic violence" for purposes of this chapter, means, but is not limited to, any of](#)
10 [the following crimes when committed by one family or household member against another,](#)
11 [regardless of whether these acts or threats have been reported to law enforcement officers:](#)

- 12 [\(i\) Simple assault \(§ 11-5-3\);](#)
13 [\(ii\) Felony assaults \(chapter 5 of title 11\);](#)
14 [\(iii\) Vandalism \(§ 11-44-1\);](#)
15 [\(iv\) Disorderly conduct \(§ 11-45-1\);](#)
16 [\(v\) Trespass \(§ 11-44-26\);](#)
17 [\(vi\) Kidnapping \(§ 11-26-1\);](#)
18 [\(vii\) Child-snatching \(§ 11-26-1.1\);](#)
19 [\(viii\) Sexual assault \(§§ 11-37-2 and 11-37-4\);](#)
20 [\(ix\) Homicide \(§§ 11-23-1 and 11-23-3\);](#)
21 [\(x\) Violation of the provisions of a protective order entered pursuant to § 15-5-19, chapter](#)
22 [15 of title 15, or chapter 8.1 of title 8 where the respondent has knowledge of the order and the](#)
23 [penalty for its violation, or a violation of a no contact order issued pursuant to § 12-29-4;](#)
24 [\(xi\) Stalking \(chapter 59 of title 11\);](#)
25 [\(xii\) Refusal to relinquish or to damage or to obstruct a telephone \(§ 11-35-14\);](#)
26 [\(xiii\) Burglary and unlawful entry \(chapter 8 of title 11\);](#)
27 [\(xiv\) Arson \(chapter 4 of title 11\);](#)
28 [\(xv\) Cyberstalking and cyberharassment \(§ 11-52-4.2\);](#)
29 [\(xvi\) Domestic assault by strangulation \(§ 11-5-2.3\);](#)
30 [\(xvii\) Electronic tracking of motor vehicles \(§ 11-69-1\); or](#)
31 [\(xviii\) Abuse.](#)

32 ~~(4)~~(6) "Dwelling unit" means a structure or part of a structure that is designed or intended
33 to be used as a home, residence, or sleeping place by one or more persons;

34 ~~(5)~~(7) "Fair rental value" means rent which is of comparable value with that of other rental

1 properties of similar size and condition within the contiguous neighborhood;

2 ~~(6)~~(8) "Good faith" means honesty in fact in the conduct of the transaction concerned;

3 (9) "Household member" means a person residing with a tenant as an authorized occupant
4 of the premises.

5 ~~(7)~~(10) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the
6 building of which it is a part, and it also means a manager of the premises who fails to disclose as
7 required by § 34-18-20;

8 ~~(8)~~(11) "Ordinary wear and tear" means deterioration of the premises which is the result of
9 the tenant's normal nonabusive living and includes, but is not limited to, deterioration caused by
10 the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with
11 his or her obligations;

12 ~~(9)~~(12) "Organization" includes a corporation, government, governmental subdivision or
13 agency, business trust, estate, trust, partnership or association, two (2) or more persons having a
14 joint or common interest, and any other legal or commercial entity;

15 ~~(10)~~(13) "Owner" shall mean any person who, alone or jointly or severally with others:

16 (i) Has legal title or tax title (pursuant to §§ 44-9-40 — 44-9-46, inclusive, of the general
17 laws) to any dwelling, dwelling unit or structure with or without accompanying actual possession
18 thereof; or

19 (ii) Has charge, care, or control of any dwelling, dwelling unit or structure as owner or
20 agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner.
21 Any person representing the actual owner in this way shall be bound to comply with the provisions
22 of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he or
23 she were the owner.

24 ~~(11)~~(14) "Person" includes an individual or organization;

25 ~~(12)~~(15) "Premises" means a dwelling unit and the structure of which it is a part and
26 facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants
27 generally, or the use of which is promised to the tenant;

28 ~~(13)~~(16) "Rent" means the payment or consideration that a tenant pays to a landlord for the
29 use of the premises, whether money, services, property, or produce of the land;

30 ~~(14)~~(17) "Rental agreement" means all agreements, written or oral, and valid rules and
31 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and
32 occupancy of a dwelling unit and premises, and also includes any terms required by law;

33 ~~(15)~~(18) "Roomer" means a tenant occupying a dwelling unit which consists of any room
34 or group of rooms forming a single habitable unit used or intended to be used for living and

1 sleeping, but not for cooking or eating purposes;

2 ~~(+6)~~(19) "Security deposit" means a sum of money given by a tenant to a landlord at the
3 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's
4 dwelling unit during said tenancy;

5 ~~(+7)~~(20) "Tenant" means a person entitled under a rental agreement to occupy a dwelling
6 unit to the exclusion of others;

7 ~~(+8)~~(21) "Transitional housing facility" means a facility which, for a period not to exceed
8 two (2) years, provides its residents with appropriate social services for the purpose of fostering
9 independence, self sufficiency, and eventual transition to a permanent living arrangement;

10 ~~(+9)~~(22) "Willful" means that the act was performed intentionally, knowingly and
11 purposely, not accidentally or inadvertently and without justifiable excuse.

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

14 **34-18-63. Early lease termination by tenant due to abuse, domestic violence, sexual**
15 **assault, or stalking.**

16 (a) A tenant may terminate their lease or rental agreement without penalty or fees for early
17 termination, or liability for future rent when:

18 (1) The tenant or household member within the most recent one hundred fifty (150) days
19 has been a victim of abuse, domestic violence, sexual assault, or stalking; or

20 (2) Within the most recent one hundred fifty (150) days, an event occurs relative to the
21 victim of past abuse, domestic violence, sexual assault, or stalking, that, in conjunction with the
22 past abuse, causes a victim lessee or victim household member to fear for their safety.

23 (3) This right to terminate the lease or rental agreement pursuant to this subsection shall be
24 conditioned on:

25 (i) The tenant or household member of a tenant who is the victim provides the lessor or
26 owner with written verification that the tenant or household member of a tenant has obtained a valid
27 protective order against the perpetrator of the abuse, domestic violence, sexual assault or stalking;
28 or

29 (ii) The tenant or household member of a tenant who is the victim:

30 (A) Initiates legal action to obtain a protective order and provides written verification
31 thereof to the lessor or owner; or

32 (B) Reports the abuse, domestic violence, sexual assault, or stalking to a law enforcement
33 agency and provides written verification thereof to the lessor or owner; or

34 (C) Provides written verification from a law enforcement official, attorney, health care

1 provider, social worker, mental health counselor, therapist, domestic violence advocate, sexual
2 assault advocate, child abuse advocate, or other victim's advocate at a nonprofit organization,
3 college, university or state agency, that the tenant or their household member are a victim of abuse,
4 domestic violence, sexual assault, or stalking.

5 (b) The written verification provided to the lessor or owner, including the fact that an
6 individual is a victim of abuse, domestic violence, sexual assault, or stalking, shall be maintained
7 in strict confidence. The lessor or owner shall keep this information and any further personally-
8 identifiable information of the tenant and tenant's household members (such as address, social
9 security number, email, phone number, birthdate) confidential and shall not disclose this
10 information to any other entity, party or individual, except to the extent that such disclosure is:

11 (1) Requested and consented to in writing by the tenant or household member of the tenant
12 who is the victim of abuse, domestic violence, sexual assault, or stalking; or

13 (2) Otherwise required by applicable law.

14 (c) The tenant who has given notice shall vacate the premises within thirty (30) days of
15 giving notice to the landlord or at any other time as may be agreed upon by the landlord and the
16 tenant.

17 (d) For the purposes of determining rent owed, a tenant who terminates a lease or rental
18 agreement pursuant to this section is only liable, if solely or jointly liable for purposes of the lease
19 or rental agreement, for rent owed through the date of termination or the date the tenant actually
20 vacates the premises, whichever is later.

21 (e) A tenant who terminates a lease or rental agreement pursuant to this section shall be
22 entitled to a refund of any security deposit in compliance with § 34-18-19 or prepaid rent for any
23 period thereafter, so long as full possession is turned over to the landlord absent any damage. The
24 tenant shall receive a full and specific statement of the basis for retaining any of the security deposit
25 or prepaid rent together with any refund due in compliance with § 34-18-19 and within twenty (20)
26 days of the conclusion of the tenancy.

27 (f) A landlord who in good faith initiates an action against a remaining tenant, co-tenant or
28 household member, or takes any other action under this section, shall not be subject to a claim of
29 retaliation or any other claim under this chapter.

30 **34-18-64. Refusal of rental agreement or assistance based on termination of rental**
31 **agreement under § 34-18-63 or request for change of lock under § 34-18-65 prohibited.**

32 A lessor or owner shall not refuse to enter into a rental agreement, nor shall a housing
33 subsidy provider deny assistance, based on an applicant having terminated a rental agreement under
34 § 34-18-63 or based upon an applicant having requested a change of locks under § 34-18-65.

1 **34-18-65. Change of locks upon request of tenant or household member believed to**
2 **be under imminent threat of abuse, domestic violence, sexual assault, or stalking.**

3 (a) For purposes of this section, the term "household member" means a person residing
4 with the tenant or co-tenant as an authorized occupant of the premises, and who is eighteen (18)
5 years of age or older or an emancipated minor.

6 (b) A lessor or owner shall, upon the request of all tenants in possession, or furnishing of
7 a court order, change the locks of the individual dwelling unit in which the tenant or household
8 member lives if the tenant or household member reasonably believes that the tenant or household
9 member is under an imminent threat of abuse, domestic violence, sexual assault or stalking at the
10 premises. A lessor or owner shall have the right to request, in good faith, written verification of the
11 status as a victim of abuse, domestic violence, sexual assault or stalking, as provided in § 34-18-
12 63.

13 (c) If the threat of abuse, domestic abuse, violence, sexual assault or stalking is posed by a
14 person who is a tenant or household member, the lessor or owner may change the locks and deny
15 a key to the alleged perpetrator upon receipt of a request to change the locks; provided, however,
16 that such request shall be accompanied by a copy of a valid protective order issued against a tenant
17 or household member or other court order requiring change of locks.

18 (d) A lessor or owner who has received notice of a request, in accordance with subsection
19 (b) of this section, for change of locks shall, within two (2) business days, make a good faith effort
20 to change the locks or give the tenant or household member permission to change the locks in a
21 workman-like manner. If the lessor or owner changes the locks, the lessor or owner shall make a
22 good faith effort to give a key to the new locks to the tenant or household member requesting the
23 lock change as soon as possible, but within the same two (2) business day period. A lessor or owner
24 may charge a fee for the expense of changing the locks. The fee shall not exceed the reasonable
25 price customarily charged for changing such locks in that community.

26 (e) If a lessor or owner fails to change the locks after receipt of a request, in accordance
27 with subsection (b) of this section, within two (2) business days, the tenant or household member
28 may change the locks without the owner's permission. The tenant or household member shall make
29 a good faith effort to provide a key to the new locks to the lessor or owner within two (2) business
30 days of the locks being changed. If a tenant or household member changes the locks without the
31 owner's permission, such person shall change the locks in a workman-like manner with locks of
32 similar or better quality than the original locks. A lessor or owner may replace a lock installed by
33 the tenant or household member, or seek reimbursement for additional costs incurred, if the lessor
34 or owner believes that the locks were not of equal or better quality or were not installed properly.

1 and such action shall be deemed not to be in retaliation.

2 (f) If the locks, are changed under this section, a tenant or household member shall not
3 voluntarily give the new key to the perpetrator. A lessor or owner who refuses to provide a key to
4 any person based on the reasonable belief that such person is the perpetrator of alleged abuse,
5 domestic violence, sexual assault or stalking, shall not be liable for such refusal.

6 (g) A lessor or owner who takes action to prevent the tenant or household member who has
7 complied with subsection (b) of this section from changing the locks, or any lessor or owner who
8 changes the locks but fails to make a good faith effort to provide a key to the tenant or household
9 member requesting the lock change as provided in subsection (d) of this section, shall be liable for
10 the amount of two (2) months' rent and the costs of the action, including reasonable attorneys' fees,
11 all of which may be applied in setoff or recoupment against any claim for rent owed or owing for
12 use and occupancy. Damages shall not be imposed if the court determines that the lessor or owner
13 acted in good faith.

14 **34-18-66. Jurisdiction of courts to restrain violations.**

15 The district court shall have jurisdiction in equity to restrain violations of §§ 34-18-63
16 through 34-18-65, inclusive.

17 **34-18-67. Waivers of §§ 34-18-63 through 34-18-64 void and unenforceable.**

18 A waiver of §§ 34-18-63 through 34-18-65, shall be void and unenforceable.

19 SECTION 3. This act shall take effect on July 1, 2026.

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LC003973/SUB A/2
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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT -- RHODE
ISLAND SURVIVOR EARLY LEASE TERMINATION ACT

1 This act would grant tenants that are the victim of various forms of abuse including, but
2 not limited to, sexual and domestic abuse and stalking, the right to terminate a lease agreement
3 early without penalty or liability for rent. This act would also provide for requests to change locks.

4 This act would take effect on July 1, 2026.

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