

2026 -- S 3157

LC006153

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

Introduced By: Senator Tiara T. Mack

Date Introduced: March 27, 2026

Referred To: Senate Housing & Municipal Government

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 34-18-56 of the General Laws in Chapter 34-18 entitled "Residential
2 Landlord and Tenant Act" is hereby amended to read as follows:

3 34-18-56. Notices and complaint forms.

4 (a) A notice in substantially the following language shall suffice for the purpose of giving
5 a tenant a five (5) day demand for payment of rent prior to commencement of an eviction pursuant
6 to § 34-18-35:

7 FIVE-DAY DEMAND NOTICE FOR NONPAYMENT OF RENT

8 R.I.G.L. 34-18-35

9 Date of Mailing: _____

10 TO: _____

11 (tenant)

12 _____

13 _____

14 You are now more than fifteen days in arrears for some or all of the rent owed under your
15 rental agreement. State law requires that you be sent this Notice of arrearage.

16 Unless you make payment of all rent in arrears within five days of the date this notice was
17 mailed to you, an eviction action may be instituted in court against you. You can prevent the
18 eviction by paying all rent owing within five days of the mailing of this notice.

19 If you believe you have a legal reason for not paying this rent, you will be able to present

1 that defense at the eviction hearing. The rent in arrears as of the above date is \$_____.

2 _____

3 (signature)

4 _____

5 _____

6 (name and address of land-lord/owner)

7 I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice,

8 addressed to the tenant, on the _____ day of _____, 20_____.

9 _____

10 (landlord or owner signature)

11 (b) A notice in substantially the following language shall suffice for the purpose of giving

12 a tenant a notice of noncompliance with the rental agreement pursuant to § 34-18-36:

13 NOTICE OF NONCOMPLIANCE

14 R.I.G.L. 34-18-36

15 Date of Mailing: _____

16 TO: _____

17 (tenant)

18 _____

19 _____

20 (address)

21 You are in breach of your rental agreement, or of your legal duties under R.I.G.L. 34-18-

22 24, because you:

23 _____

24 _____

25 _____

26 (provide details)

27 To remedy this situation you must do the following within twenty days of the date of

28 mailing of this Notice:

29 _____

30 _____

31 _____

32 If you do not remedy this situation within twenty days, your rental agreement will terminate

33 without further notice on _____ (date, which must be not less than twenty-one days from the

34 date of mailing of this Notice). (NOTE: Under the law you lose this right to remedy your

1 noncompliance if this is the second notice on the same subject within the past six months.) After
2 that date an eviction case may begin in court, and you may be served with a complaint. You will
3 have the right to a hearing and to present any defenses you believe you have.

4 _____
5 (signature)
6 _____
7 _____
8 (name and address of land-lord/owner)

9 I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice,
10 addressed to the tenant, on the _____ day of _____, 20_____.

11 _____
12 (landlord or owner signature)

13 (c) A notice in substantially the following language shall suffice for the purpose of giving
14 a tenant notice of termination of tenancy pursuant to § 34-18-37:

15 NOTICE OF TERMINATION OF TENANCY

16 R.I.G.L. 34-18-37

17 Date of Mailing: _____

18 TO: _____

19 (tenant)

20 _____

21 _____

22 (address)

23 You are hereby directed to vacate and remove your property and personal possessions from
24 the premises located at _____ and deliver control of the
25 premises to the

26 (address of premises)

27 landlord/owner on the first day after the end of your current rental period, namely
28 _____.

29 (insert date)

30 This notice is given for the purpose of terminating your tenancy. You must continue to pay
31 rent as it becomes due until the date indicated above. If you fail to pay that rent, a nonpayment
32 eviction action may be instituted against you.

33 If you fail to vacate the premises by the date specified, an eviction may be instituted against
34 you without further notice. If you believe you have a defense to this termination, you will be able

1 to raise that defense at the court hearing.

2

3

(signature)

4

5

6

(name and address of land-lord/owner)

7

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice,
8 addressed to the tenant, on the _____ day of _____, 20____.

9

10

(landlord or owner signature)

11

(d) A complaint in substantially the following language shall suffice for the purpose of
12 commencing an eviction action for nonpayment of rent pursuant to § 34-18-35:

13

State of Rhode Island

14

_____, Sc.

DISTRICT

15

COURT

16

17

DIVISION

18

PLAINTIFF

DEFENDANT

19

(Landlord's Name)

(Tenant's Name)

20

21

V

22

23

24

25

(address)

(address of rental premises)

26

COMPLAINT FOR EVICTION

27

FOR NONPAYMENT OF RENT

28

R.I.G.L. 34-18-35

29

1. Plaintiff is the owner/landlord of the rental premises listed above, in which the Defendant
30 Tenant currently resides.

31

2. Defendant is more than fifteen days in arrears in rental payments due to the plaintiff from
32 the defendant. The rent is \$_____ per _____, and the amount in arrears is \$_____
33 as of the _____ day of _____, 20____.

34

(month)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

2. CHECK ONE:

____ Defendant breached the tenant's obligations under the rental agreement or § 34-18-24 as set forth in the attached copy of the notice of noncompliance which was mailed to the defendant. Defendant has not cured or remedied the breach. (Plaintiff must attach copy of required notice of noncompliance.)

____ Defendant has remained in possession of the rented premises following the period set forth in the attached notice of termination of tenancy which was mailed to defendant. (Plaintiff must attach copy of required termination notice.)

____ Defendant breached the tenants' obligations under § 34-18-24(8), (9) or (10).

3. Plaintiff seeks judgment for possession of the premises plus judgment in the amount of

for _____

(explain basis for money claim)

Plaintiff seeks costs and fees (if applicable).

(Signature of Landlord/Owner or
Attorney)

Date complaint filed with clerk _____

(f) A complaint in substantially the following language, or in similar language, shall be sufficient for use by landlords or by tenants to bring any claims or causes of action other than eviction actions:

NOT FOR EVICTION

State of Rhode Island

_____, Sc.

DISTRICT COURT

DIVISION

PLAINTIFF

DEFENDANT

(Name)

(Name)

V

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

(address) (address of rental premises)

LANDLORD-TENANT COMPLAINT
(NOT FOR USE IN EVICTIONS)

1. Plaintiff is the ____ Tenant ____ Landlord/Owner of the rental premises

at. _____

(address of rental premises)

2. Defendant is the ____ Tenant ____ Landlord/Owner.

3. Plaintiff claims that defendant has breached the obligations of the rental agreement or law in relation to this landlord-tenant relationship, as follows:

(brief description of claim, attach extra sheet, if necessary)

4. Plaintiff seeks the following judgment or relief from the Court:

Date Complaint Filed _____

With Clerk: _____ (Signature of plaintiff or plaintiff's attorney)

(address)

(g) The summons in an action for eviction for nonpayment of rent pursuant to § 34-18-35 shall be in substantially the following form:

STATE OF RHODE ISLAND
DISTRICT COURT SUMMONS
EVICITION-NONPAYMENT OF RENT
DIVISION COUNTY CIVIL ACTION-FILE NO.

Address of Court:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

(name & address of plaintiff landlord) (name & address of defendant-tenant)

TO THE TENANT: You are served with an eviction complaint for nonpayment of rent. If you do nothing, you will lose by default and be evicted. If you claim any defense, you must complete the enclosed ANSWER and file it with the Court Clerk at or before the hearing date. You should also mail a copy to the landlord or the landlord's lawyer. Your hearing will be at 9:30 A.M. on the hearing date, at the court address listed above. You should go to the hearing or you may lose by default. If you think the case is "settled," you should still go to the hearing to make sure the settlement is in the court record.

YOUR HEARING DATE IS: _____.

(Proof of Service on next page)

PROOF OF SERVICE

I hereby certify that I served a copy of the Complaint and Summons & Answer upon the defendant(s) by delivering or leaving said papers in the following manner:

- _____ to the defendant personally; or
- _____ at his or her dwelling unit or usual place of abode at the address listed below with a person of suitable age then residing therein; or
- _____ if none be found, by posting conspicuously on the door to the defendant's dwelling unit.

ADDRESS OF DWELLING OR USUAL PLACE OF ABODE:

NAME OF PERSON OF SUITABLE AGE:

SERVICE _____ DATE:
DEPUTY _____ SHERIFF/CONSTABLE:

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Complaint and Summons was placed into regular U.S.

1 Mail, postage prepaid, on the _____ day of _____, 20____, addressed
2 to defendant at the following address:

3 _____.

4 _____
5 (Signature of _____ Clerk)

6 (h) The summons in an action for eviction for noncompliance with the rental agreement
7 pursuant to § 34-18-36, or for unlawfully holding over after termination or expiration of tenancy
8 pursuant to § 34-18-38, shall be in substantially the following form:

9 State of Rhode Island
10 District Court
11 Summons

12 EVICTION FOR REASON OTHER THAN NONPAYMENT OF RENT
13 DIVISION COUNTY CIVIL ACTION-
14 FILE NO.

15 Address of Court:
16 _____
17 V
18 _____
19 _____
20 (name & address of plaintiff landlord) (name & address of defendant- tenant)

21 TO THE TENANT: You are served with an eviction complaint for noncompliance with
22 rental agreement (R.I.G.L. 34-18-36), or for unlawfully holding over after termination or expiration
23 of tenancy (R.I.G.L. 34-18-38). If you do nothing, you will lose by default and be evicted. If you
24 claim any defense, you must complete the enclosed ANSWER and file it with the Court Clerk
25 within TWENTY (20) days after you are served with this summons and complaint. You should also
26 mail a copy of the ANSWER to the landlord or the landlord's lawyer. If you file the enclosed
27 ANSWER, then you will receive another written notice telling you when the hearing will be. If you
28 have any questions, you may consult a lawyer. If you think the case is "settled" you should still file
29 the enclosed ANSWER or be sure that the written settlement is in the file at the Clerk's office.

30 (Proof of Service on next page)
31 _____

32 PROOF OF SERVICE

33 I hereby certify that I served a copy of the Complaint, Summons, and Answer form upon
34 the defendant(s) by delivering or leaving said papers in the following manner:

1 _____ to the defendant personally
2 _____ at his/her dwelling unit or usual place of abode at the address listed below, with a
3 person of suitable age then residing therein

4 _____ to an agent named below authorized by appointment or by law to receive service of
5 process

6 _____ further notice as required by law was given as noted below

7 Address of dwelling or usual place of abode:

8 _____

9 Name of person of suitable age or of agent:

10 _____

11 Service Date: _____

12 Deputy Sheriff/Constable (circle one):

13 _____

14 (signature)

15 (i) The summons in an action relating to any claims by tenants, or by landlords other than
16 for eviction, shall be in substantially the following form:

17 State of Rhode Island

18 District Court

19 Summons

20 _____

21 _____

22 DIVISION COUNTY CIVIL ACTION-

23 FILE NO.

24 _____

25 PLAINTIFF PLAINTIFF'S

26 ATTORNEY

27 _____

28 ADDRESS

29 _____ vs

30 DEFENDANT

31 _____

32 DEFENDANT'S ADDRESS

33 _____

34 TO THE ABOVE-NAMED DEFENDANT:

1 You are hereby summoned and required to serve upon the plaintiff's attorney, whose name
2 and address appears above, an answer to the complaint which is herewith served upon you. Your
3 answer must be made within 20 days after service of this summons, excluding the date of service.
4 The original must be filed in writing with this court. If you fail to do so, judgment by default will
5 be taken against you for the relief demanded in the complaint.

6 _____
7 DATE CLERK
8 _____
9 SEAL OF THE DISTRICT COURT DATE

10 RECEIVED

11 _____

12 PROOF OF SERVICE

13 I hereby certify that on the date below I served a copy of this summons and a copy of the
14 complaint received herewith upon the above-named defendant by delivering or leaving said papers
15 in the following manner:

- 16 to the defendant personally.
- 17 at his dwelling house or usual place of abode at the address entered
18 below, with a person of suitable age and discretion then residing therewith.
- 19 to an agent named below authorized by appointment or by law to receive
20 service of process.
- 21 Further notice as required by statute was given as noted on the reverse
22 side.

23 _____

24 Address of Dwelling or Usual Place of Abode

25 _____

26 Name of Authorized Agent or Person of Suitable Age

27 _____

28 Date

Deputy Sheriff/Constable

29 _____

30 SERVICE FEE \$ _____

31 (j) The blank answer served in eviction actions shall be in substantially the following form:

32 State of Rhode Island

33 _____, Sc.

DISTRICT

34 COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

DIVISION

PLAINTIFF

DEFENDANT

(Landlord's Name)

(Tenant's Name)

V

(address)

(address of rental premises)

INSTRUCTIONS TO THE DEFENDANT

Listed below are several possible defenses to the eviction action your landlord has filed against you. If one or more of these defenses apply to your case, check the appropriate box(es). If space is provided, write in facts in support of that defense. Use additional paper if necessary. Some of these defenses are technical, and there may be others not listed here. You may consult a lawyer and seek representation before filling out this Answer.

TENANT'S ANSWER

The complaint against me is untrue or fails to state the following facts:

I offered rent, but my landlord refused it. I am still able and willing to pay the rent.

I have a defense for nonpayment because the landlord has failed to maintain the premises in a fit and habitable condition.

My rent has not been paid, but I have a legally justifiable defense for not paying:

I have a written lease which does not expire until:

I have not received the required notice from the landlord before this complaint was served on me.

The landlord is trying to evict me because I have exercised my legal rights by calling code enforcement officials, or by taking the following protected action:

I have other defenses as follow:

WHEREFORE: Because of the defense(s) indicated above, I ask the court to grant a judgment in my favor and not order me to be evicted.

COUNTERCLAIM

Instructions: If you believe you are entitled to be awarded damages or money for any reason from your landlord, you may fill out the statement below:

I hereby sue my landlord for the amount of \$_____.

I believe I am entitled to receive an award of this amount because

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

Name of Defendant (or attorney) Signature of Defendant

Address

Telephone number

(k) A notice in substantially the following language shall suffice for the purpose of giving a landlord notice of a tenant’s intent to cause repairs to be done in a skilled manner and deduct the actual and reasonable costs from the tenant’s rent pursuant to § 34-18-30:

NOTICE OF INTENT TO DEDUCT COSTS OF REASONABLE REPAIRS FROM RENT PURSUANT TO § 34-18-30

To: _____
(Landlord)

(address of landlord)

You have failed to comply with § 34-18-22(a)(1), (2), (4), (5) or (6), and make the reasonable repairs necessary within twenty (20) days, and have further failed to demonstrate ongoing, good faith efforts to comply, after written notification was provided to you. As a result thereof, I intend to cause the repairs to be done by _____, in compliance
(Name of Contractor)
with applicable state and local codes, and deduct the actual cost thereof, or the fair and reasonable value of the repairs, from next month’s rent. Upon completion of all repairs and payment, I will submit an itemized statement of all costs or the fair and reasonable value of the repairs made to you.

The undersigned further certifies that the condition necessitating the repairs was not caused by the deliberate or negligent act or omission of the tenant, a member of the tenant’s family, or other person on the premises with the tenant’s consent.

(signature)

1

2

(name and address of tenant)

3

SECTION 2. This act shall take effect upon passage.

=====
LC006153
=====

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 model form for tenants to notify a landlord of their intent to make
2 repairs to the property and deduct the costs of those repairs from the rent. The form would also list
3 the contractor that would be hired to complete the necessary repairs and provide the landlord with
4 an itemized statement of all costs or the fair and reasonable value of the repairs.

5 This act would take effect upon passage.

=====
LC006153
=====