

2025 -- H 5503

LC001598

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Cruz, Potter, Morales, Giraldo, Stewart, Felix, Tanzi,
Batista, J. Lombardi, and Ajello

Date Introduced: February 13, 2025

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) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other
10 proceeding in which rights are determined, including an action for possession;

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

14 (4) "Disabled person" means a person who has an impairment which results from
15 anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling,
16 or any controlled substance, which are demonstrable by medically acceptable clinical and
17 laboratory diagnostic techniques, and which are expected to be permanent and which substantially
18 limit one or more of such person's major life activities.

19 ~~(4)~~(5) "Dwelling unit" or "housing accommodation" means a structure or part of a structure

1 that is designed or intended to be used as a home, residence, or sleeping place by one or more
2 persons, including a mobile home or land in a mobile home park;

3 ~~(5)~~(6) “Fair rental value” means rent which is of comparable value with that of other rental
4 properties of similar size and condition within the contiguous neighborhood;

5 ~~(6)~~(7) “Good faith” means honesty in fact in the conduct of the transaction concerned;

6 ~~(7)~~(8) “Landlord” means the owner, lessor, assigner, ~~or~~ sublessor or other person receiving
7 or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of
8 the foregoing of the dwelling unit or the building of which it is a part, and it also means a manager
9 of the premises who fails to disclose as required by § 34-18-20;

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

14 ~~(9)~~(10) “Organization” includes a corporation, government, governmental subdivision or
15 agency, business trust, estate, trust, partnership of association, two (2) or more persons having a
16 joint or common interest, and any other legal or commercial entity;

17 ~~(10)~~(11) “Owner” shall mean any person who, alone or jointly or severally with others:

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

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

26 ~~(11)~~(12) “Person” includes an individual or organization;

27 ~~(12)~~(13) “Premises” means a dwelling unit and the structure of which it is a part and
28 facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants
29 generally, or the use of which is promised to the tenant;

30 ~~(13)~~(14) “Rent” means the payment or consideration that a tenant pays to a landlord for the
31 use of the premises, whether money, services, property, or produce of the land;

32 ~~(14)~~(15) “Rental agreement” means all agreements, written or oral, and valid rules and
33 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and
34 occupancy of a dwelling unit and premises, and also includes any terms required by law;

1 ~~(15)~~(16) “Roomer” means a tenant occupying a dwelling unit which consists of any room
2 or group of rooms forming a single habitable unit used or intended to be used for living and
3 sleeping, but not for cooking or eating purposes;

4 ~~(16)~~(17) “Security deposit” means a sum of money given by a tenant to a landlord at the
5 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant’s
6 dwelling unit during said tenancy;

7 ~~(17)~~(18) “Tenant” means a tenant, sub-tenant, lessee, sublessee, assignee, an occupant of a
8 rooming house or hotel or any other person entitled to the possession, use or occupancy of any
9 housing accommodation ~~person~~ entitled under a rental agreement to occupy a dwelling unit to the
10 exclusion of others;

11 ~~(18)~~(19) “Transitional housing facility” means a facility which, for a period not to exceed
12 two (2) years, provides its residents with appropriate social services for the purpose of fostering
13 independence, self-sufficiency, and eventual transition to a permanent living arrangement;

14 ~~(19)~~(20) “Willful” means that the act was performed intentionally, knowingly and
15 purposely, not accidentally or inadvertently and without justifiable excuse.

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

18 **34-18-7.1. Applicability to just cause evictions.**

19 This section shall apply to all housing accommodations subject to just cause evictions
20 except:

21 (1) Owner-occupied premises with fewer than five (5) units;

22 (2) An individual or family who owns and manages a one to four (4) unit property that is
23 separate from their own primary residence;

24 (3) Premises sublet, or otherwise, where the sublessor seeks, in good faith, to recover
25 possession of such housing accommodation for their own personal use and occupancy;

26 (4) Premises, the possession, use or occupancy of which, is solely incidental to employment
27 and such employment is being lawfully terminated; and

28 (5) Premises otherwise subject to regulation of rents or evictions pursuant to state or federal
29 law to the extent that such state or federal law requires "good cause" for termination or non-renewal
30 of such tenancies.

31 **34-18-38.3. Necessity for just cause - Removal of tenants.**

32 (a) No landlord shall, by action to evict or to recover possession, by exclusion from
33 possession, by failure to renew any lease, or otherwise, remove any tenant from housing
34 accommodations covered by chapter 18 of title 34, except for good cause as set forth in subsection

1 (b) of this section.

2 (b)(1) No landlord shall remove a tenant from any housing accommodation, or attempt
3 such removal or exclusion from possession, notwithstanding that the tenant has no written lease or
4 that the lease or other rental agreement has expired or otherwise terminated, except upon order of
5 a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which
6 the petitioner or plaintiff has established one of the following grounds as good cause for removal
7 or eviction:

8 (i) The tenant has failed to pay rent due and owing; provided, however, that the rent due
9 and owing, or any part thereof, did not result from a rent increase which is unreasonable or imposed
10 for the purpose of circumventing the intent of this section. In determining whether all or part of the
11 rent due and owing is the result of an unreasonable rent increase, it shall be a rebuttable presumption
12 that the rent for a dwelling not protected by rent regulation is unreasonable if said rent has been
13 increased in any calendar year by a percentage exceeding either four percent (4%) or one and one-
14 half (1½) times the annual percentage change in the consumer price index for the region in which
15 the housing accommodation is located, as established the August preceding the calendar year in
16 question, whichever is greater;

17 (ii) The tenant is violating a substantial obligation of the tenancy, other than the obligation
18 to surrender possession, and has failed to cure such violation after written notice that the violation
19 cease within ten (10) days of receipt of such written notice; provided, however, that the obligation
20 of tenancy for which violation is claimed was not imposed for the purpose of circumventing the
21 intent of this section;

22 (iii) The tenant is committing or permitting a nuisance in such housing accommodation, or
23 is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's
24 conduct is such as to interfere with the comfort of the landlord or other tenants or occupants of the
25 same or adjacent buildings or structures;

26 (iv) Occupancy of the housing accommodation by the tenant is in violation of or causes a
27 violation of law and the landlord is subject to civil or criminal penalties therefore; provided,
28 however, that an agency of the state or municipality having jurisdiction has issued an order
29 requiring the tenant to vacate the housing accommodation. No tenant shall be removed from
30 possession of a housing accommodation on such ground unless the court finds that the cure of the
31 violation of law requires the removal of the tenant and that the landlord did not, through neglect or
32 deliberate action or failure to act, create the condition necessitating the vacate order. In instances
33 where the landlord does not undertake to cure conditions of the housing accommodation causing
34 such violation of the law, the tenant shall have the right to pay or secure payment in a manner

1 satisfactory to the court, to cure such violation; provided that, any tenant expenditures shall be
2 applied against rent to which the landlord is entitled. In instances where removal of a tenant is
3 absolutely essential to the tenant's health and safety, the removal of the tenant shall be without
4 prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant
5 shall be entitled to resume possession at such time as the dangerous conditions have been removed.
6 Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary
7 damages against the landlord to compel compliance by the landlord with all applicable state or
8 municipal laws or housing codes;

9 (v) The tenant is using or permitting the housing accommodation to be used for an illegal
10 purpose;

11 (vi) The tenant has unreasonably refused the landlord access to the housing accommodation
12 for the purpose of making necessary repairs or improvements required by law or for the purpose of
13 showing the housing accommodation to a prospective purchaser, mortgagee or other person having
14 a legitimate interest when the landlord has provided the required forty-eight (48) hours notice for
15 non-emergency repairs therein;

16 (vii) The landlord seeks in good faith to recover possession of a housing accommodation
17 located in a building containing fewer than twelve (12) units because of immediate and compelling
18 necessity for the landlord's own personal use and occupancy as the landlord's principal residence,
19 or the personal use and occupancy as principal residence of the landlord's spouse, parent, child,
20 stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such
21 building is available. This subsection shall permit recovery of only one housing accommodation
22 per calendar year and shall not apply to a housing accommodation occupied by a tenant who is
23 sixty-two (62) years of age or older or who is a disabled person; or

24 (viii) The landlord seeks in good faith to recover possession of any or all housing
25 accommodations located in a building with less than five (5) units to personally occupy such
26 housing accommodations as the landlord's principal residence.

27 (2) A tenant required to surrender a housing accommodation by virtue of the operation of
28 subsections (b)(1)(vii) or (b)(1)(viii) of this section shall have a cause of action in any court of
29 competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or
30 purchaser of the premises who makes a fraudulent statement regarding a proposed use of the
31 housing accommodation. In any action or proceeding brought pursuant to this provision, a
32 prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

33 (3) Nothing in this section shall abrogate or limit the tenant's right to permanently stay the
34 issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as

1 [a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the](#)
2 [nonpayment of rent, as long as the tenant complies with the procedural requirements of this chapter.](#)

3 **34-18-38.3. Waiver of rights void.**

4 [Any agreement by a tenant heretofore or hereinafter entered into in a written lease or other](#)
5 [rental agreement waiving or modifying the tenant's rights as set forth in § 34-18-38.3 shall be void](#)
6 [as contrary to public policy.](#)

7 **34-18-54.1. Preservation of existing requirements of law.**

8 [No action shall be maintainable and no judgment of possession shall be entered for housing](#)
9 [accommodations pursuant § 34-18-38.3 unless the landlord has complied with any and all](#)
10 [applicable laws governing such action or proceeding and has complied with any and all applicable](#)
11 [laws governing notice to tenants, including, without limitation, the manner and the time of service](#)
12 [of such notice and the contents of such notice.](#)

13 SECTION 3. 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

1 This act would allow a landlord to remove a tenant from any housing accommodation, or
2 attempt such removal or exclusion from possession, notwithstanding that the tenant has no written
3 lease or that the lease or other rental agreement has expired or otherwise terminated, except upon
4 order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in
5 which the petitioner or plaintiff has established one of the several grounds of just cause set forth
6 for removal or eviction.

7 This act would take effect upon passage.

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