

2012 -- S 2054

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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2012

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A N A C T

RELATING TO PROPERTY - RESIDENTIAL LANDLORD TENANT ACT

Introduced By: Senators Tassoni, and Doyle

Date Introduced: January 11, 2012

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1           SECTION 1. Sections 34-18-35 and 34-18-56 of the General Laws in Chapter 34-18  
2 entitled "Residential Landlord and Tenant Act" is hereby amended to read as follows:

3           **34-18-35. Eviction for nonpayment of rent.** -- (a) If any part of the stipulated rent is due  
4 and in arrears for ~~fifteen (15)~~ ten (10) days, the landlord shall send a written notice, in a form  
5 substantially similar to that provided in section 34-18-56(a), specifying the amount of the rent  
6 which is ~~fifteen (15)~~ ten (10) days in arrears, making demand for the rent, and notifying the tenant  
7 that unless he or she cures the breach within five (5) days of the date of mailing of the notice, the  
8 rental agreement shall terminate, and the landlord shall commence an eviction action in the  
9 appropriate district court or housing court.

10           (b) If the tenant fails to cure his or her breach by paying the stipulated rent in arrears  
11 within five (5) days of the date of mailing of the notice, the landlord may commence an eviction  
12 action against the tenant, which shall be filed no earlier than the sixth (6th) day after mailing of  
13 the written demand notice. The action shall be commenced by filing a "Complaint for Eviction  
14 for Nonpayment of Rent" in the appropriate court in the form provided in section 34-18-56(d).

15           (c) The summons for eviction for nonpayment of rent shall specify the date for hearing  
16 and be in the form provided in section 34-18-56(g). The summons shall specify that the defendant  
17 may file and serve his or her answer prior to or at the time of hearing, and that if he or she fails to  
18 answer or appear at the hearing, he or she shall be defaulted.

19           (d) If the defendant files his or her answer and commences discovery prior to the

1 hearing, and it appears, for good cause shown, that the defendant will not be able to conduct his  
2 or her defense without the benefit of discovery, the court may continue the hearing to allow a  
3 reasonable time for the completion of discovery. In the case of such a continuance, the court may,  
4 in its discretion, order interim rent, or other remedy, to be paid to preserve the status quo pending  
5 hearing. Except as provided in this chapter, the landlord may recover possession and actual  
6 damages. In cases where the tenant had received a demand notice pursuant to subsection (a)  
7 within the six (6) months immediately preceding the filing of the action, and the tenant's  
8 nonpayment was willful, the landlord may also recover a reasonable attorney's fee.

9 (e) The tenant shall have the right to cure his or her failure to pay rent by tendering the  
10 full amount of rent prior to commencement of suit. If the tenant has not received a notice pursuant  
11 to subsection (a) of this section within the six (6) months immediately preceding the filing of the  
12 action, the tenant shall have the right to cure his or her failure to pay rent after commencement of  
13 suit by tendering the full amount of rent in arrears, together with court costs, at the time of  
14 hearing.

15 **34-18-56. Notices and complaint forms.** -- (a) A notice in substantially the following  
16 language shall suffice for the purpose of giving a tenant a five (5) day demand for payment of  
17 rent prior to commencement of an eviction pursuant to section 34-18-35:

18 FIVE-DAY DEMAND NOTICE  
19 FOR NONPAYMENT OF RENT  
20 R.I.G.L. 34-18-35

21 Date of Mailing: \_\_\_\_\_

22 TO: \_\_\_\_\_  
23 (tenant)

24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 (rental address)

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

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

32 If you believe you have a legal reason for not paying this rent, you will be able to present  
33 that defense at the eviction hearing. The rent in arrears as of the above date is \$\_\_\_\_\_.

34 \_\_\_\_\_  
35 (landlord or owner signature)  
36

37

1 I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this  
2 Notice, addressed to the tenant, on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20 \_\_\_\_.

3 \_\_\_\_\_  
4 (landlord or owner signature)  
5

6 (b) A notice in substantially the following language shall suffice for the purpose of giving  
7 a tenant a notice of noncompliance with the rental agreement pursuant to section 34-18-36:

8 NOTICE OF NONCOMPLIANCE

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

10 Date of Mailing: \_\_\_\_\_

11 TO: \_\_\_\_\_  
12 (tenant)

13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 (address)

16 You are in breach of your rental agreement, or of your legal duties under R.I.G.L. 34-18-  
17 24, because you:

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 (provide details)

22 To remedy this situation you must do the following within twenty days of the date of  
23 mailing of this Notice:

24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27 If you do not remedy this situation within twenty days, your rental agreement will  
28 terminate without further notice on \_\_\_\_\_ (date, which must be not less than twenty-one  
29 days from the date of mailing of this Notice). (NOTE: Under the law you lose this right to remedy  
30 your noncompliance if this is the second notice on the same subject within the past six months.)  
31 After that date an eviction case may begin in court, and you may be served with a complaint. You  
32 will have the right to a hearing and to present any defenses you believe you have.

33 \_\_\_\_\_  
34 (signature)  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 (name and address of land- lord/owner)

38 I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this  
39 Notice, addressed to the tenant, on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20 \_\_\_\_.

40 \_\_\_\_\_  
41 (landlord or owner signature)  
42

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

3 NOTICE OF TERMINATION OF TENANCY

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

5 Date of Mailing: \_\_\_\_\_

6 TO: \_\_\_\_\_  
7 (tenant)

8 \_\_\_\_\_

9 \_\_\_\_\_  
10 (address)

11 You are hereby directed to vacate and remove your property and personal possessions  
12 from the premises located at \_\_\_\_\_

13 (address of premises)  
14 and deliver control of the premises to the landlord/owner on the first day after the end of your  
15 current rental period, namely \_\_\_\_\_.  
16 (insert date)

17  
18 This notice is given for the purpose of terminating your tenancy. You must continue to  
19 pay rent as it becomes due until the date indicated above. If you fail to pay that rent, a  
20 nonpayment eviction action may be instituted against you.

21 If you fail to vacate the premises by the date specified, an eviction may be instituted  
22 against you without further notice. If you believe you have a defense to this termination, you will  
23 be able to raise that defense at the court hearing.

24 \_\_\_\_\_  
25 (signature)

26 \_\_\_\_\_  
27 \_\_\_\_\_

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

29 I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this  
30 Notice, addressed to the tenant, on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20 \_\_\_\_\_.

31 \_\_\_\_\_  
32 (landlord or owner signature)

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

35 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
36 \_\_\_\_\_, Sc. DISTRICT COURT  
37 \_\_\_\_\_ DIVISION  
38 PLAINTIFF DEFENDANT  
39 \_\_\_\_\_  
40 (Landlord's Name) (Tenant's Name)  
41 \_\_\_\_\_ V \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 (address) (address of rental premises)

45 COMPLAINT FOR EVICTION

FOR NONPAYMENT OF RENT

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

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

2. Defendant is more than ~~fifteen~~ ten days in arrears in rental payments due to the plaintiff from the defendant. The rent is \$\_\_\_\_\_ per \_\_\_\_\_, and the amount in arrears is \$\_\_\_\_\_ as of the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20 \_\_\_\_\_.

(month)

3. Plaintiff has served the five-day demand notice as required by law, and a copy of that notice is attached to this complaint. The notice was mailed to the defendant on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20 \_\_\_\_\_.

4. Defendant has not paid the rent in arrears or offered the full amount in arrears, either before or after the demand notice. Defendant remains in possession of the rental premises.

WHEREFORE, Plaintiff requests that this Court grant a judgment for possession of the premises (eviction of the tenant) and for back rent in the amount of \$\_\_\_\_\_, plus costs.

\_\_\_\_\_  
(Name & address of landlord/owner or attorney for landlord)

Date complaint  
filed with clerk \_\_\_\_\_

(e) A complaint in substantially the following language shall suffice for the purpose of commencing an eviction action for noncompliance with the rental agreement pursuant to section 34-18-36, or an eviction action for unlawfully holding over after expiration or termination of the tenancy pursuant to section 34-18-38:

STATE OF RHODE ISLAND AND PROVIDENCE

PLANTATIONS

\_\_\_\_\_, Sc. DISTRICT COURT  
\_\_\_\_\_ DIVISION  
PLAINTIFF DEFENDANT

\_\_\_\_\_  
(Landlord's Name)

\_\_\_\_\_  
(Tenant's Name)

V

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address of rental premises)

COMPLAINT FOR EVICTION

FOR REASON OTHER THAN

NONPAYMENT OF RENT

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

R.I.G.L. 34-18-38

1. Plaintiff Landlord(s) owns the rental premises listed above, in which the Defendant Tenant(s) resides.

2. CHECK ONE:

\_\_\_\_ Defendant breached the tenant's obligations under the rented agreement or section 34-18-24 as set forth in the attached copy of the notice of noncompliance which was mailed to the

1 defendant. Defendant has not cured or remedied the breach. (Plaintiff must attach copy of  
2 required notice of noncompliance.)

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

6 \_\_\_\_ Defendant breached the tenants' obligations under section 34-18-24(8), (9) or (10).

7 3. Plaintiff seeks judgment for possession of the premises plus judgment in the amount of  
8 \_\_\_\_\_ for \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 (explain basis for money claim)

13 Plaintiff seeks costs and fees (if applicable).

14 \_\_\_\_\_  
15 (Signature of Landlord/Owner or Attorney)  
16 \_\_\_\_\_

17 Date complaint filed  
18 with clerk \_\_\_\_\_

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

22 NOT FOR EVICTION  
23 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
24 \_\_\_\_\_, Sc. DISTRICT COURT  
25 \_\_\_\_\_ DIVISION  
26 PLAINTIFF DEFENDANT  
27 \_\_\_\_\_  
28 (Name) (Name)  
29 \_\_\_\_\_ V \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 (address) (address of rental premises)

33 LANDLORD-TENANT COMPLAINT  
34 (NOT FOR USE IN EVICTIONS)

35 1. Plaintiff is the \_\_\_\_ Tenant \_\_\_\_ Landlord/Owner of the rental premises at  
36 \_\_\_\_\_.  
37 (address of rental premises)

38 2. Defendant is the \_\_\_\_ Tenant \_\_\_\_ Landlord/Owner.

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

41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

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

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

1  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 section 34-18-35 shall be in substantially the following form:

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

Address of Court:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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~~ 9:00 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

1 I hereby certify that a copy of this Complaint and Summons was placed into regular U.S.  
2 Mail, postage prepaid, on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19~~ 20\_\_\_\_, addressed to  
3 defendant at the following address:

4 \_\_\_\_\_.

5 \_\_\_\_\_  
6 (Signature of \_\_\_\_\_ Clerk)

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

11  
12 STATE OF RHODE ISLAND  
13 DISTRICT COURT SUMMONS  
14 EVICTION FOR REASON OTHER THAN NONPAYMENT OF  
15 RENT  
16 DIVISION COUNTY CIVIL ACTION-FILE NO.

17 \_\_\_\_\_

18 Address of Court:

19 \_\_\_\_\_

20 V

21 \_\_\_\_\_

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

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

33 (Proof of Service on next page)

34 \_\_\_\_\_  
35 PROOF OF SERVICE

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

38 \_\_\_\_\_ to the defendant personally \_\_\_\_\_

39 at his/her dwelling unit or usual place of abode at the address listed below, with a person of  
40 suitable age then residing therein

41 \_\_\_\_\_ to an agent named below authorized by appointment or by law to receive service of process

42 \_\_\_\_\_ further notice as required by law was given as noted below

43 Address of dwelling or usual place of abode:

44 \_\_\_\_\_

45 Name of person of suitable age or of agent:

46 Service Date: \_\_\_\_\_



1 Deputy Sheriff/Constable (circle one):

2  
3  
4

\_\_\_\_\_

(signature)

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

7  
8  
9

STATE OF RHODE ISLAND

DISTRICT COURT

SUMMONS

10 \_\_\_\_\_  
DIVISION

\_\_\_\_\_ COUNTY

\_\_\_\_\_ CIVIL ACTION-FILE NO.

11

12 \_\_\_\_\_  
PLAINTIFF

\_\_\_\_\_ PLAINTIFF'S ATTORNEY

13  
14

\_\_\_\_\_ ADDRESS

15 \_\_\_\_\_ vs \_\_\_\_\_

16 DEFENDANT

17  
18  
19

\_\_\_\_\_ DEFENDANT'S ADDRESS

20 TO THE ABOVE-NAMED DEFENDANT:

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

26

27 \_\_\_\_\_  
DATE

\_\_\_\_\_ CLERK

28

29 SEAL OF THE DISTRICT COURT

DATE RECEIVED

30

31

PROOF OF SERVICE

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

35 \_\_\_\_\_ to the defendant personally.

36 \_\_\_\_\_ at his dwelling house or usual place of abode at the address entered below, with a person  
37 of suitable age and discretion then residing therewith.

38 \_\_\_\_\_ to an agent named below authorized by appointment or by law to receive service of  
39 process.

40 \_\_\_\_\_ Further notice as required by statute was given as noted on the reverse side.

41

42 \_\_\_\_\_  
Address of Dwelling or Usual Place of Abode

43

44 \_\_\_\_\_  
Name of Authorized Agent or Person of Suitable Age

45

46 \_\_\_\_\_  
Date

\_\_\_\_\_ Deputy Sheriff/Constable

47

48

SERVICE FEE \$ \_\_\_\_\_

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

2 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
3 \_\_\_\_\_, Sc. DISTRICT COURT  
4 \_\_\_\_\_ DIVISION  
5 PLAINTIFF DEFENDANT  
6 \_\_\_\_\_  
7 (Landlord's Name) (Tenant's Name)  
8 V  
9 \_\_\_\_\_  
10 (address) (address of rental premises)

11 INSTRUCTIONS TO THE DEFENDANT

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

17 TENANT'S ANSWER

- 18 ( ) The complaint against me is untrue or fails to state the following facts:
- 19 ( ) I offered rent, but my landlord refused it. I am still able and willing to pay the rent. I
- 20 ( ) I have a defense for nonpayment because the landlord has failed to maintain the premises in a
- 21 fit and habitable condition.
- 22 ( ) My rent has not been paid, but I have a legally justifiable defense for not paying:
- 23 ( ) I have a written lease which does not expire until:
- 24 ( ) I have not received the required notice from the landlord before this complaint was served on
- 25 me.
- 26 ( ) The landlord is trying to evict me because I have exercised my legal rights by calling code
- 27 enforcement officials, or by taking the following protected action:
- 28 ( ) I have other defenses as follow:

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

31 COUNTERCLAIM

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

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

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

36 \_\_\_\_\_  
37 \_\_\_\_\_

1 Name of Defendant (or attorney) Signature of Defendant

2 \_\_\_\_\_

3 \_\_\_\_\_

4 Address

5 \_\_\_\_\_

6 Telephone number

7

8 SECTION 2. Section 34-18-50 of the General Laws in Chapter 34-18 entitled "Residential  
9 Landlord and Tenant Act" is hereby repealed:

10 ~~**34-18-50. Payment of moving costs required.** -- Whenever the personal property of any~~  
11 ~~tenant is removed from the premises the tenant occupies by mandate of an execution from the~~  
12 ~~court of competent jurisdiction, the tenant shall pay the entire amount of the cost of moving the~~  
13 ~~personal property and any prepaid storage charges to the sheriff, constable, or other person who~~  
14 ~~lawfully caused the personal property to be so moved before the personal property can be~~  
15 ~~released to the tenant by the person, firm, partnership, company, association, or corporation~~  
16 ~~having lawful possession of the property. Further, the sheriff, constable, or other person who~~  
17 ~~lawfully caused the personal property to be so moved shall prepare and deliver a release in~~  
18 ~~writing stating that the costs of moving and any prepaid storage charges have been paid in full~~  
19 ~~and authorizing the release of the personal property to the tenant. This amount shall be paid to the~~  
20 ~~landlord as reimbursement for the costs of removing the personal property.~~

21 SECTION 3. Chapter 34-18-48.1 in Chapter 34-18 of the General Laws entitled  
22 "Residential Landlord and Tenant Act" is hereby amended by adding thereto the following  
23 section:

24 **34-18-48.1. Service of Possession Execution -.** -- Notwithstanding any general or public  
25 law to the contrary, all executions for possession, issued pursuant to this chapter, shall be served  
26 as soon as possible. Tenants, who continue to remain on the premises, after they have been served  
27 with an execution for possession, shall be deemed criminal trespassers in violation of section 11-  
28 44-26. Any possessions of the tenant(s) that remain on the premises, after service of a possession  
29 execution shall be deemed forfeited and subject to be removed by the landlord, without the  
30 assistance of a constable or sheriff and without the need to be stored.

31 SECTION 4. 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 TENANT ACT

\*\*\*

1           This act would allow a landlord who has a tenant that is more than ten (10) days in  
2 arrears in rent, as opposed to the current fifteen (15) days, to send a letter to the tenant giving  
3 them five (5) more days to pay their rent before filing a complaint for eviction. It would abolish  
4 the landlord's current obligation to physically remove tenants and store their possessions, after  
5 they have been served by a court possession execution by a sheriff or constable.

6           This act would take effect upon passage.

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