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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2013

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A N A C T

RELATING TO MILITARY AFFAIRS - LEASE TERMINATIONS FOR ACTIVE DUTY  
MILITARY

Introduced By: Senators DiPalma, Felag, Ottiano, Pichardo, and Satchell

Date Introduced: January 16, 2013

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Title 6 of the General Laws entitled "Commercial Law - General  
2 Regulatory Provisions" is hereby amended by adding thereto the following chapter:

3 CHAPTER 54

4 MILITARY LEASES OF MOTOR VEHICLES

5 **6-54-1. Lease of motor vehicle by active duty armed forces member - Unilateral**  
6 **termination of lease under certain circumstances.** – A lease of a motor vehicle used, or  
7 intended to be used, by an active duty member of the armed forces of the United States or a  
8 member of the National Guard or Reserves may be unilaterally terminated by the member;  
9 provided, that:

10 (1) Said member of the armed forces of the United States or member of the national  
11 Guard or Reserves receives military orders for a permanent change of station or to deploy with a  
12 military unit for a period of not less than one hundred-eighty (180) days; and

13 (2) A written notice of such termination and a copy of official orders or a letter signed by  
14 the lessee's commanding officer reflecting the change which warrants termination under this  
15 section; and

16 (3) The motor vehicle is returned within fifteen (15) days of the delivery of the written  
17 notice.

18 SECTION 2. Section 34-18-15 of the General Laws in Chapter 34-18 entitled

1 "Residential Landlord and Tenant Act" is hereby amended to read as follows:

2 **34-18-15. Terms and conditions of rental agreement.** -- (a) A landlord and a tenant  
3 may include in a rental agreement terms and conditions not prohibited by this chapter or other  
4 rule of law, including rent, term of the agreement, and other provisions governing the rights and  
5 obligations of the parties.

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

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

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

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

25 (f)(1) A tenant who is or becomes an active duty member of the armed forces of the  
26 United States or a member of the National Guard or Reserves and subsequently receives military  
27 orders for a permanent change of station or to deploy with a military unit for a period of not less  
28 than ninety (90) days, may terminate the rental agreement by notice given in writing to the usual  
29 person to whom rental payments are made. The notice shall be accompanied by a copy of official  
30 orders or a letter signed by the tenant's commanding officer reflecting the change which warrants  
31 termination under this clause. Termination of the rental agreement shall be effective thirty (30)  
32 days after the delivery of written notice of termination.

33 (2) In the event that there is more than one tenant who is or becomes an active duty  
34 member of the armed forces of the United States or a member of the National Guard or Reserves,

1 and any of the military tenants receive military orders for a permanent change of station or to  
2 deploy with a military unit for a period of not less than ninety (90) days, the landlord shall give  
3 the remaining tenants the option of terminating the entire lease, with a written notice  
4 accompanied by a copy of official orders or a letter signed by the tenant's commanding officer,  
5 reflecting the change which warrants termination under this clause. Termination of the rental  
6 agreement shall be effective thirty (30) days after delivery of written notice of termination.

7 SECTION 3. This act shall take effect upon passage.

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

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- 1           This act would determine time frames for termination of leases for active duty members
- 2 of the armed forces.
- 3           This act would take effect upon passage.

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