

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2019

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Senators Bell, and Euer

Date Introduced: February 27, 2019

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Sections 34-18-11 and 34-18-38 of the General Laws in Chapter 34-18  
2 entitled "Residential Landlord and Tenant Act" are 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  
8 fifteen (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) "Dwelling unit" means a structure or part of a structure that is designed or intended to  
15 be used as a home, residence, or sleeping place by one or more persons;

16 (5) "Fair rental value" means rent which is of comparable value with that of other rental  
17 properties of similar size and condition within the contiguous neighborhood;

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

19 (7) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building

1 of which it is a part, and it also means a manager of the premises who fails to disclose as required  
2 by § 34-18-20;

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

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

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

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

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

19 (11) "Person" includes an individual or organization;

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

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

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

28 (15) "Roomer" means a tenant occupying a dwelling unit which consists of any room or  
29 group of rooms forming a single habitable unit used or intended to be used for living and  
30 sleeping, but not for cooking or eating purposes;

31 (16) "Security deposit" means a sum of money given by a tenant to a landlord at the  
32 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's  
33 dwelling unit during said tenancy;

34 (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit

1 to the exclusion of others, and includes a tenant's live-in caregiver and any other person residing  
2 in the dwelling unit;

3 (18) "Transitional housing facility" means a facility which, for a period not to exceed two  
4 (2) years, provides its residents with appropriate social services for the purpose of fostering  
5 independence, self sufficiency, and eventual transition to a permanent living arrangement;

6 (19) "Willful" means that the act was performed intentionally, knowingly and purposely,  
7 not accidentally or inadvertently and without justifiable excuse.

8 **34-18-38. Eviction for unlawfully holding over after termination or expiration of**  
9 **tenancy.**

10 (a) If the tenant remains in possession without the landlord's consent after expiration of  
11 the term of the rental agreement or after the termination of a periodic tenancy, or after the  
12 expiration of the period of time as set forth in § 34-18-38(d), the landlord may commence an  
13 eviction action, which may be filed no earlier than the first day following the expiration or  
14 termination of the tenancy. The action shall be commenced by filing a "Complaint for Eviction  
15 for Reason Other Than for Nonpayment of Rent," which shall be filed in the appropriate court  
16 according to the form provided in § 34-18-56(e).

17 (b) The summons shall be in the form provided in § 34-18-56(h) and shall specify that the  
18 tenant has twenty (20) days from the date of service in which to file his or her answer to the  
19 complaint, and that if he or she fails to file his or her answer within that time, he or she will be  
20 defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of  
21 the appropriate court.

22 (c) If the tenant's holdover is willful and not in good faith, the landlord may also recover,  
23 in addition to possession, an amount not more than three (3) months' periodic rent or threefold the  
24 actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If  
25 the landlord consents to the tenant's occupancy, the parties may agree to a definite term. If no  
26 term is specified, the term shall be week-to-week if the tenant pays on a week-to-week basis, and  
27 in all other cases, month-to-month.

28 (d) If a tenant dies during the term of the rental agreement, the deceased's live-in  
29 caregiver and any other person residing in the dwelling unit shall be permitted to extend the term  
30 of the rental agreement for a period of time not to exceed three (3) months; provided, the tenant  
31 provides at least sixty (60) days written notice of said intention to the landlord. All obligations of  
32 the tenant and the landlord continue during the extended period.

33

1 SECTION 2. This act shall take effect upon passage.

=====  
LC001561  
=====

EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

\*\*\*

1           This act would add live-in caregivers and others residing in a dwelling unit to the  
2 definition of tenant, and would permit such person to extend the term of a lease for up to three (3)  
3 months.

4           This act would take effect upon passage.

=====  
LC001561  
=====