

2021 -- H 5309

LC000959

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2021

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Diaz, Slater, Perez, Giraldo, Felix, Fellela, Tobon,
Kazarian, and Batista

Date Introduced: January 29, 2021

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 34-18 of the General Laws entitled "Residential Landlord and Tenant
2 Act" is hereby amended by adding thereto the following sections:

3 **34-18-5.1. Eviction moratorium during declared state of emergency.**

4 (a) Notwithstanding any other provision of this chapter, during a state of emergency
5 declared by the governor pursuant to the constitution of this state and chapter 15 of title 30, a
6 landlord or owner of a property shall not, for the purposes of a non-essential eviction, as defined
7 by at § 34-18-11(8), for a residential dwelling unit:

8 (1) File any pleading with the court to evict a tenant; or

9 (2) Send any notice, including a notice to quit, requesting or demanding that a tenant of a
10 residential dwelling unit vacate the premises.

11 (b) A court having jurisdiction over an action for process pursuant to this chapter, shall not,
12 in a non-essential eviction for a residential dwelling unit:

13 (1) Accept for filing a writ, summons or complaint;

14 (2) Enter a judgment or default judgment for a plaintiff for possession of a residential
15 dwelling unit;

16 (3) Issue an execution for possession of a residential dwelling unit;

17 (4) Deny, upon the request of a defendant, a stay of execution, or upon the request by a
18 party, a continuance of a case brought pursuant to this chapter; or

19 (5) Schedule for a hearing a pending matter filed pursuant to this chapter.

1 (c) No sheriff, local law enforcement officer, or any other person or entity may serve
2 process or attempt to serve process for a non-essential eviction action and any non-essential
3 eviction notice issued before or during the moratorium established by this section may not be served
4 until after the conclusion of the declared state of emergency.

5 (d) During the declared state of emergency a landlord shall not impose a late fee for non-
6 payment of rent for a residential dwelling unit, related to the non-payment of rent if, not later than
7 thirty (30) days after the missed rent payment, the tenant provides notice and documentation to the
8 landlord that the non-payment of rent was related to the declared state of emergency.

9 **34-18-10.1. Eviction diversion mediation program.**

10 (a) There shall be established in the district or appropriate housing court of this state a
11 residential eviction diversion program consisting of the following:

12 (1) A conciliation conference between a landlord and tenant to mediate an agreement to
13 address any asserted residential lease violations and to stabilize the tenancy.

14 (2) A designated housing mediator that participates in the conciliation conference.
15 Designated housing mediators shall be appointed by the chief judge of the district court or an
16 authorized committee. No less than two (2) housing mediators shall be appointed in each judicial
17 district and no less than four (4) housing mediators shall be appointed in the sixth division. Housing
18 mediators shall have the following qualifications and duties:

19 (i) Housing mediators shall be knowledgeable in the requirements of this chapter, the
20 maintenance, repair and rehabilitation of dwelling units, including minimum housing code
21 requirements, and the federal, state and municipal laws, ordinances, rules and regulations pertaining
22 thereto and knowledgeable in the methods of serving as a neutral mediator. Housing mediators shall
23 also have knowledge necessary to advise parties regarding the type of funds and services available
24 to assist owners, landlords and tenants in the financing of resolutions to housing problems. Housing
25 mediators shall advise parties in locating possible sources of financial assistance necessary to
26 resolve the issues between the parties and shall exercise such other powers and perform such other
27 duties as the chief judge may prescribe.

28 (ii) Housing mediators:

29 (A) Shall be responsible for the initial screening and evaluation of all contested housing
30 matters eligible for placement on the housing docket;

31 (B) May conduct investigations of such matters including, but not limited to, interviews
32 with the parties; and

33 (C) May recommend settlements.

34 (3) A designated housing mediator will engage with the tenant and landlord prior to the

1 conciliation conference to learn the circumstances of both parties, educate the parties, and discuss
2 available resources.

3 (b) When the residential eviction diversion program established by this subsection is
4 implemented, from the date of such implementation no landlord shall take steps in furtherance of
5 recovering possession of a residential property occupied by a tenant, other than providing a notice
6 required under this section, without first participating in a conciliation conference in the residential
7 eviction diversion mediation program, unless one of the following requirements are met:

8 (1) Eviction is necessary to cease or prevent an imminent and direct threat of harm by the
9 person being evicted, including physical harm or harassment; or

10 (2) The landlord has provided the affected tenants notice of such tenants' rights under this
11 section, and how to exercise such rights; and has contacted the eviction diversion program to
12 schedule a conciliation conference; however, the program is unable to offer a date for a conciliation
13 conference within thirty (30) days of the landlord's initial request to schedule; provided that such
14 landlord shall thereafter participate in a conciliation conference when it becomes available, if prior
15 to an eviction judgment being issued.

16 (c) Notice. Prior to filing a complaint for eviction following the procedures set forth in §§
17 34-18-35, 34-18-36, 34-18-37, or 34-18-38, the landlord shall provide written notice to the tenant
18 of the intent to file with the court and informing the tenant of the right to a mediation session prior
19 to the court filing, including providing the contact information for the mediation program in order
20 that the tenant can register for a conciliation session.

21 (d) Defenses. The failure of the landlord to comply with any obligation under this section
22 may be asserted as a defense by a tenant in an action before any adjudicatory body and may not be
23 waived.

24 (e) Definitions for purposes of the residential eviction mediation program.

25 (1) "Housing mediator" means an individual appointed by the chief judge of the district
26 court or authorized committee for the purpose of assisting the court in the prompt and efficient
27 resolution of evictions without the requirement for a court hearing through a mutually acceptable
28 settlement between the parties.

29 (2) "Conciliation conference" A meeting between a landlord, tenant, and housing mediator
30 to mediate an agreement for asserted residential lease violations. A conciliation conference must
31 take place prior to the landlord filing a complaint for eviction following the procedures set forth in
32 §§ 34-18-35, 34-18-36, 34-18-37, or 34-18-38 unless such a conciliation conference cannot be
33 scheduled within the timeframe set forth in this section. If the landlord and tenant come to an
34 agreement in the mediation, they are able to avoid a court hearing and define the terms of a mutually

1 [agreeable settlement which will be preserved in writing and enforceable by the court.](#)

2 SECTION 2. Section 34-18-11 of the General Laws in Chapter 34-18 entitled "Residential
3 Landlord and Tenant Act" is hereby amended to read as follows:

4 **34-18-11. Definitions.**

5 Subject to additional definitions contained in subsequent sections of this chapter which
6 apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

7 (1) "Abandonment" means the tenant has vacated the premises without notice to the
8 landlord and has no intention of returning, as evidenced by nonpayment of rent for more than fifteen
9 (15) days and removal of substantially all possessions from the premises;

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

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

15 (4) "Dwelling unit" means a structure or part of a structure that is designed or intended to
16 be used as a home, residence, or sleeping place by one or more persons;

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

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

20 (7) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building
21 of which it is a part, and it also means a manager of the premises who fails to disclose as required
22 by § 34-18-20;

23 [\(8\) "Non-essential eviction" means any eviction that does not involve or include allegations](#)
24 [of:](#)

25 [\(i\) Criminal activity that poses an imminent and direct threat to the health and safety of](#)
26 [other residents, the landlord, or the general public; or](#)

27 [\(ii\) Lease violations that pose an imminent and direct threat to the health and safety of other](#)
28 [residents, the landlord, or the general public.](#)

29 ~~(8)~~(9) "Ordinary wear and tear" means deterioration of the premises which is the result of
30 the tenant's normal nonabusive living and includes, but is not limited to, deterioration caused by
31 the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with
32 his or her obligations;

33 ~~(9)~~(10) "Organization" includes a corporation, government, governmental subdivision or
34 agency, business trust, estate, trust, partnership of association, two (2) or more persons having a

1 joint or common interest, and any other legal or commercial entity;

2 ~~(10)~~(11) "Owner" shall mean any person who, alone or jointly or severally with others:

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

6 (ii) Has charge, care, or control of any dwelling, dwelling unit or structure as owner or
7 agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner.

8 Any person representing the actual owner in this way shall be bound to comply with the provisions
9 of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he or
10 she were the owner.

11 ~~(11)~~(12) "Person" includes an individual or organization;

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

15 ~~(13)~~(14) "Rent" means the payment or consideration that a tenant pays to a landlord for the
16 use of the premises, whether money, services, property, or produce of the land;

17 ~~(14)~~(15) "Rental agreement" means all agreements, written or oral, and valid rules and
18 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and
19 occupancy of a dwelling unit and premises, and also includes any terms required by law;

20 ~~(15)~~(16) "Roomer" means a tenant occupying a dwelling unit which consists of any room
21 or group of rooms forming a single habitable unit used or intended to be used for living and
22 sleeping, but not for cooking or eating purposes;

23 ~~(16)~~(17) "Security deposit" means a sum of money given by a tenant to a landlord at the
24 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's
25 dwelling unit during said tenancy;

26 ~~(17)~~(18) "Tenant" means a person entitled under a rental agreement to occupy a dwelling
27 unit to the exclusion of others;

28 ~~(18)~~(19) "Transitional housing facility" means a facility which, for a period not to exceed
29 two (2) years, provides its residents with appropriate social services for the purpose of fostering
30 independence, self sufficiency, and eventual transition to a permanent living arrangement;

31 ~~(19)~~(20) "Willful" means that the act was performed intentionally, knowingly and
32 purposely, not accidentally or inadvertently and without justifiable excuse.

33 SECTION 3. Chapter 34-27 of the General Laws entitled "Mortgage Foreclosure and Sale"
34 is hereby amended by adding thereto the following section:

1 **34-27-1.2. Mortgage foreclosure moratorium during declared state of emergency.**

2 (a) Notwithstanding any other provision of this chapter, during a state of emergency
3 declared by the governor pursuant to the constitution of this state and chapter 15 of title 30, a person
4 entitled to foreclose the equity of redemption in any mortgaged estate, shall not, initiate any
5 foreclosure of real estate pursuant to this chapter nor proceed with any foreclosure initiated prior
6 to the declared state of emergency until after the conclusion of the declared state of emergency.

7 (b) During the declared state of emergency, a mortgagee shall not impose a late fee for
8 non-payment of the mortgage for a residential dwelling unit if, not later than thirty (30) days after
9 the missed mortgage payment, the mortgagor provides notice and documentation to the mortgagee
10 that the non-payment was related to the declared state of emergency.

11 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 AND TENANT ACT

- 1 This act would impose a moratorium on non-essential evictions and mortgage foreclosures
- 2 during a state of emergency declared by the governor relating to residential property and would
- 3 establish an eviction diversion program to resolve landlord-tenant eviction disputes.
- 4 This act would take effect upon passage.

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