

2021 -- H 6073

LC000682

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2021

A N A C T

RELATING TO PROPERTY – RESIDENTIAL RENT AND MORTGAGE CANCELLATION  
ACT OF 2021

Introduced By: Representatives Henries, Lombardi, Alzate, and Morales

Date Introduced: March 03, 2021

Referred To: House Finance

It is enacted by the General Assembly as follows:

1 SECTION 1. Title 34 of the General Laws entitled "PROPERTY" is hereby amended by  
2 adding thereto the following chapter:

3 CHAPTER 18.3

4 RESIDENTIAL RENT AND MORTGAGE CANCELLATION ACT OF 2021

5 **34-18.3-1. Short title.**

6 This chapter shall be known and may be cited as the "Residential Rent and Mortgage  
7 Cancellation Act of 2021".

8 **34-18.3-2. Definitions.**

9 For purposes of this chapter:

10 (1) "Affordable housing operator" means a nonprofit housing development corporation as  
11 defined in chapter 11.2 of title 42.

12 (2) "Commissioner" means the limited equity-housing cooperative as defined in chapter  
13 11.2 of title 42.

14 (3) "Public housing authority" means a mutual housing association as defined in chapter  
15 11.2 of title 42.

16 (4) "Rent" means the monthly or weekly amount charged in consideration for the use and  
17 occupancy of a dwelling pursuant to a written or oral rental agreement.

18 (5) "Residential cooperative" means a limited equity-housing cooperative as defined in

1 chapter 11.2 of title 42.

2 (6) "Residential tenant" means a person entitled under a rental agreement to occupy a  
3 dwelling unit to the exclusion of others.

4 (7) "Small homeowner" means an owner of a dwelling with six (6) or fewer units where  
5 such owner resides as a primary residence.

6 **34-18.3-3. Cancellation of rent for residential tenants.**

7 (a) Notwithstanding any other provision of law, the obligation of a residential tenant to pay  
8 rent shall be suspended for a period that shall run from the date of a declared health emergency by  
9 the governor pursuant to chapter 15 of title 30 until the expiration of a period of ninety (90) days  
10 after the governor declares the state of the emergency has ended.

11 (b) No tenant or tenant household may be charged a fine or fee for nonpayment of rent in  
12 accordance with this section.

13 (c) The nonpayment of rent by a tenant in accordance with this section shall not be grounds  
14 for any termination of tenancy or eviction proceeding or civil judgment.

15 (d) No tenant or tenant household may be treated as accruing any debt by reason of  
16 suspension of rent under this section.

17 (e) No tenant or tenant household may be held liable for repayment of any amount of rent  
18 suspended under this section.

19 (f) The nonpayment of rent by a tenant pursuant to this section shall not be reported to a  
20 tenant screening agency or a consumer reporting agency nor shall such nonpayment adversely  
21 affect the credit score of a tenant or member of a tenant's household, nor shall such nonpayment  
22 be grounds for denying any future application for rental housing made by a tenant or a member of  
23 a tenant's household.

24 **34-18.3-4. Mortgage payment suspension, fees and penalties, credit scores.**

25 (a) Notwithstanding any other provision of law, the obligation of a small homeowner to  
26 make mortgage payments of principal or interest that become due during the period of a declared  
27 health emergency by the governor pursuant to chapter 15 of title 30 until the expiration of a period  
28 of ninety (90) days after the governor declares that the state of emergency has ended, is hereby  
29 suspended.

30 (b) No mortgagor who is a small homeowner may be held responsible for payment of  
31 mortgage payments suspended under this section or treated as accruing debt by reason of  
32 suspension under this section of the obligation to make mortgage payments.

33 (c) A mortgagee, or servicer of such mortgagee, under a residential mortgage loan to a  
34 small homeowner may not commence or continue any judicial foreclosure action or non-judicial

1 foreclosure process or any action for failure to make a payment due under such mortgage that is  
2 suspended pursuant to this action.

3 (d) No fees, penalties, or additional interest beyond the amounts scheduled or calculated as  
4 if the mortgagor made all contractual payments on time and in full under the terms of the mortgage  
5 contract in effect as of the date of commencement of a declared health emergency suspension period  
6 shall accrue.

7 (e) The nonpayment of a mortgage payment by a mortgagor pursuant to suspension of the  
8 obligation to make such payment under this section shall not be reported to a consumer reporting  
9 agency nor shall such nonpayment adversely affect a mortgagor's credit score.

10 (f) Assistance may not be provided under this section with respect to any dwelling for  
11 which assistance is provided pursuant to §§ 34-18.3-6 and 34-18.3-7.

12 **34-18.3-5. Assistance to residential housing cooperatives losing maintenance and**  
13 **rental income.**

14 (a) Except as modified in this section, any residential housing cooperatives that can  
15 demonstrate they lost maintenance or rental income during the period of a declared health  
16 emergency by the governor pursuant to chapter 15 of title 30 until the expiration of a period of  
17 ninety (90) days after the governor declares that the state of emergency has ended shall be entitled  
18 to a payment of the total amount of maintenance or rental income lost during that period.

19 (b)(1) The commissioner shall promulgate rules and regulations establishing an application  
20 procedure for a residential housing cooperative seeking payment of lost maintenance or rental  
21 income.

22 (2) Such regulations shall provide that as a condition of such assistance payments, a  
23 residential housing cooperative shall agree and shall be obligated, through executing an instrument  
24 in a form specified in the regulations issued pursuant to this section to provide any tenants residing  
25 in the housing cooperative with a renewal lease of at least one year, at the same rental amount  
26 actually charged and collected six (6) months prior to the application for relief.

27 (3) Such regulations shall further provide that any rental housing cooperative shall not be  
28 eligible for the relief provided herein for rental or maintenance income imputable to any illegal unit  
29 or unit occupied in violation of the cooperative's bylaws or for rental income imputable to a unit  
30 containing, as of the time of the application, uncorrected immediately hazardous violations of a  
31 state or local housing or building code that existed prior to the date of a declared health emergency  
32 and which are the housing cooperative's legal duty to remedy.

33 (c) Any residential cooperative that receives payment for unpaid maintenance under this  
34 section shall waive all rights to receive said maintenance payments from the cooperative

1 shareholder of the dwelling unit for which payment was received.

2 **34-18.3-6. Assistance to affordable housing operators losing rental income.**

3 (a) Except as modified in this section, any affordable housing operator that can demonstrate  
4 it lost rental income during the period running from the date of a declared health emergency by the  
5 governor pursuant to chapter 15 of title 30 until the expiration of a period of ninety (90) days after  
6 the governor declares that the state of emergency has ended shall be entitled to a payment of the  
7 total amount of rental income lost during that period.

8 (b) The commissioner shall promulgate rules and regulations establishing an application  
9 procedure for an affordable housing operator seeking payment of lost rental income.

10 (c) The commissioner may provide a payment under this section only with respect to rental  
11 dwellings that meet all the following requirements:

12 (1) The affordable housing operator of the rental dwelling has made such certifications to,  
13 and entered into such binding agreements with the commissioner as the commissioner considers  
14 necessary to ensure that during the five (5) year period beginning upon initial receipt of such  
15 affordable housing operator of payment under this section for such dwelling, such dwelling shall  
16 be subject to the following requirements:

17 (i) The monthly rental amounts for the rental units within the property may not be increased  
18 from the amount of such rent charged as of the date of the enactment of this chapter;

19 (ii) Tenants of the rental units may be evicted only for the following reasons:

20 (A) The tenant is violating a substantial obligation of their tenancy other than the obligation  
21 to surrender possession of such housing accommodation and has failed to cure such violation after  
22 written notice by the landlord that the violation cease within twenty (20) days, or within the three  
23 (3) month period immediately prior to the commencement of the proceeding the tenant has willfully  
24 violated such an obligation inflicting serious and substantial injury to the landlord;

25 (B) The tenant is committing or permitting a nuisance in such housing accommodation or  
26 is maliciously or by reason of gross negligence substantially damaging the housing  
27 accommodations, or the tenant's conduct is such as to interfere substantially with the comfort or  
28 safety of the landlord or other tenants or occupants of the same or other adjacent building or  
29 structure;

30 (C) Occupancy of the housing accommodations by the tenant is illegal because of the  
31 requirements of law, and the landlord is subject to civil or criminal penalties therefor, or both;

32 (D) The tenant is using or permitting such housing accommodation to be used for an illegal  
33 purpose;

34 (E) The tenant who had a written lease or other written rental agreement which terminates

1 on or after the effective date of this chapter, has refused upon demand of the landlord to execute a  
2 written extension or renewal thereof for a further term of like duration not in excess of one year but  
3 otherwise on the same terms and conditions as the previous lease except in so far as such terms and  
4 conditions are inconsistent with this chapter; or

5 (F) The tenant has unreasonably refused the landlord access to the housing  
6 accommodations for the purposes of making necessary repairs or improvements required by law or  
7 for the purpose of inspection or of showing the accommodations to a prospective purchaser,  
8 mortgagee or prospective mortgagee, or other person having a legitimate interest therein; provide d,  
9 however, that in the latter event such refusal shall not be grounds for removal of eviction if such  
10 inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or  
11 other rental agreement;

12 (iii) The rental dwelling shall not have any outstanding violations for hazardous or  
13 immediately hazardous conditions;

14 (iv) The affordable housing operator may not refuse to rent any rental dwelling unit, or  
15 discriminate in the renting of any rental dwelling unit, to a household based on the source of income  
16 of such household, inclusive of income under the program under section 8(o) of the United States  
17 Housing Act of 1937 (42 U.S.C. 1437f(0)) or any similar tenant-based rental assistance program;

18 (v) The affordable housing operator may not restrict tenancy of the dwelling unit on the  
19 basis of sexual identity or orientation, gender identity or expression, conviction or arrest record,  
20 credit history, or immigration status;

21 (vi) The affordable housing operator may not retaliate in any way against a tenant of the  
22 dwelling unit; and

23 (vii) The affordable housing operator may not report the tenant of the dwelling unit or  
24 provide any adverse information regarding the tenant to any credit reporting or tenant screening  
25 agency.

26 (2) Assistance may not be provided under this section with respect to any dwelling unit for  
27 which assistance is provided pursuant to §§ 34-18.3-4, 34-18.3-5 or 34-18.3-7.

28 (d)(1) Subject to subsection (d)(2) of this section, the amount of a payment under this  
29 section with respect to a rental dwelling may not exceed the aggregate amount of rent for the rental  
30 dwelling suspended pursuant to § 34-18.3-3(a) and attributable only to days from the date of a  
31 declared health emergency by the governor until the expiration of a period of ninety (90) days after  
32 the governor declares that the state of emergency has ended during which the dwelling unit was  
33 occupied by a tenant otherwise required to pay rent for such occupancy.

34 (2) In making payments under this section with respect to any rental dwelling unit for which

1 a tenant made a payment of rent during the period running from the date of a declared health  
2 emergency by the governor until the expiration of a period of ninety (90) days after the governor  
3 declares that the state of emergency has ended the commissioner shall:

4 (i) Reduce the amount of payment to the affordable housing operator under subsection  
5 (d)(1) of this section by the amount of any such rent paid; and

6 (ii) Make a payment to such tenant in the amount of any such rent paid.

7 (3) In making payments under this section with respect to any dwelling for which the  
8 affordable housing operator received mortgage payment relief under § 34-18.3-4 the commissioner  
9 shall reduce the amount of the payment to the affordable housing operator for lost rent by the  
10 amount of mortgage payment relief received under § 34-18.3-4.

11 (e) If an affordable housing operator violates any requirement with respect to a covered  
12 rental dwelling unit under any certification or agreement entered into pursuant to subsection (c)(1)  
13 of this section, the commissioner shall recapture from the affordable housing operator an amount  
14 equal to the entire amount of assistance provided under this section that is attributable to such  
15 dwelling unit and ensure that such amount is recaptured.

16 (f) There is hereby authorized to be appropriated such sums as may be necessary to  
17 reimburse all affordable housing operators for all rent payments suspended pursuant to § 34-18.3-  
18 3(a).

19 (g)(1) Any affordable housing operator may apply for an exemption from one or more of  
20 the requirements set forth in subsection (c) of this section and the commissioner shall grant  
21 exemptions from the requirements set forth in subsection (c) of this section upon determination that  
22 the affordable housing operator would otherwise suffer undue financial hardship resulting from the  
23 requirements for which exemption is sought.

24 (2) Any affordable housing operator aggrieved by the commissioner's decision on an  
25 application under this section or for a hardship exemption pursuant to subsection (g)(1) of this  
26 section may, within thirty (30) days of the commissioner's decision, file a petition with the superior  
27 court for review of the decision rendered by the commissioner. In the event that the court may find  
28 that the decision of the commissioner constitutes the equivalent of a taking without compensation,  
29 it may, at the election of the commissioner, either set aside the decision or order the payment of  
30 just compensation by the commissioner.

31 **34-18.3-7. Landlord relief fund, application, fair rental requirements, prohibition on**  
32 **duplication of assistance.**

33 (a) The commissioner shall establish and manage a landlord relief fund, or in this section  
34 referred to as (the "fund"), to provide lessors payments under this section to reimburse such lessors

1 for rent payments cancelled pursuant to § 34-18.3-3(a).

2 (b) The commissioner shall provide for lessors of rental dwellings to apply for  
3 reimbursement payments from the fund, which applications shall include the certifications and  
4 binding agreements required pursuant to subsection (c) of this section.

5 (c) The commissioner may provide a payment under this section only with respect to rental  
6 dwellings that meet all of the following requirements:

7 (1) The lessor of the rental dwelling has made such certifications to, and entered into such  
8 binding agreements with, the commissioner as the commissioner considers necessary to ensure that  
9 during the five (5) year period beginning upon initial receipt by such lessor of payment under this  
10 section for such dwelling, such dwelling shall be subject to the following requirements:

11 (i) The monthly rental amounts for the rental units within the property may not be increased  
12 from the amount of such rent charged as of the date of the enactment of this chapter;

13 (ii) Tenants of the rental units may be evicted only for the following reasons:

14 (A) The tenant is violating a substantial obligation of his or her tenancy other than the  
15 obligation to surrender possession of such housing accommodation and has failed to cure such  
16 violation, after written notice by the landlord that the violation cease within twenty (20) days, or  
17 within the three (3) month period immediately prior to the commencement of the proceeding, the  
18 tenant has willfully violated such an obligation inflicting serious and substantial injury to the  
19 landlord;

20 (B) The tenant is committing or permitting a nuisance in such housing accommodation or  
21 is maliciously or by reason of gross negligence substantially damaging the housing  
22 accommodations; or his or her conduct is such as to interfere substantially with the comfort or  
23 safety of the landlord or other tenants or occupants of the same or other adjacent building or  
24 structure;

25 (C) Occupancy of the housing accommodations by the tenant is illegal because of the  
26 requirements of law, and the landlord is subject to civil or criminal penalties therefore, or both;

27 (D) The tenant is using or permitting such housing accommodation to be used for an illegal  
28 purpose;

29 (E) The tenant who had a written lease or other written rental agreement which terminates  
30 on or after the effective date of this chapter, has refused upon demand of the landlord to execute a  
31 written extension or renewal thereof for a further term of like duration not in excess of one year but  
32 otherwise on the same terms and conditions as the previous lease except in so far as such terms and  
33 conditions are inconsistent with this chapter; or

34 (F) The tenant has unreasonably refused the landlord access to the housing

1 accommodations for the purpose of making necessary repairs or improvements required by law or  
2 for the purpose of inspection or of showing the accommodations to a prospective purchaser,  
3 mortgagee or prospective mortgagee, or other person having a legitimate interest therein; provide d,  
4 however, that in the latter event such refusal shall not be grounds for removal or eviction if such  
5 inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or  
6 other rental agreement.

7 (iii) The rental dwelling shall not have any outstanding violations for hazardous or  
8 immediately hazardous conditions;

9 (iv) The lessor may not refuse to rent any rental dwelling unit, or discriminate in the renting  
10 of any dwelling unit, to a household based on the source of income of such household, including  
11 income under the program under section 8(o) of the United States Housing Act of 1937 (42 U.S.C.  
12 1437f(o)) of any similar tenant-based rental assistance program;

13 (v) The lessor may not restrict tenancy of the dwelling unit on the basis of sexual identity  
14 or orientation, gender identity or expression, conviction or arrest record, credit history, or  
15 immigration status;

16 (vi) The lessor may not retaliate in any way against a tenant of the dwelling unit; and

17 (vii) The lessor may not report the tenant of the dwelling unit or provide any adverse  
18 information regarding the tenant to any credit reporting or tenant screening agency.

19 (2) Assistance may not be provided under this section with respect to any dwelling unit for  
20 which assistance is provided pursuant to §§ 34-18.3-4, 34-18.3-5 or 34-18.3-6.

21 (d)(1) Subject to subsection (d)(2) of this section, the amount of a payment under this  
22 section with respect to a rental dwelling may not exceed the aggregate amount of rent for the rental  
23 dwelling suspended pursuant to § 34-18.3-3 and attributable only to days from the date of the  
24 declared health emergency by the governor pursuant to chapter 15 of title 30 until the expiration of  
25 a period of ninety (90) days after the governor declares that the state of emergency has ended during  
26 which the dwelling unit was occupied by a tenant otherwise required to pay rent for such  
27 occupancy.

28 (2) In making payments under this section with respect to any rental dwelling unit for which  
29 a tenant made a payment of rent during the period running from the date of the declared health  
30 emergency by the governor until the expiration of a period of ninety (90) days after the governor  
31 declares that the state of emergency has ended the commissioner shall:

32 (i) Reduce the amount of the payment to the lessor under subsection (d)(1) of this section  
33 by the amount of any such rent paid; and

34 (ii) Make a payment to such tenant in the amount of any such rent paid.

1           (3) In making payments under this section with respect to any dwelling for which the lessor  
2 received mortgage payment relief under § 34-18.3-4 the commissioner shall reduce the amount of  
3 the payment to the lessor for lost rent by the amount of mortgage payment relief received under §  
4 34-18.3-4.

5           (e) In making payments under this section, the commissioner shall establish a tiered system  
6 for priority for such payments based on assets, revenues and disclosure requirements with respect  
7 to lessors. Such system shall provide priority for making payments to eligible small homeowners  
8 and lessors having the fewest available amount of assets.

9           (f) If a lessor violates any requirement with respect to a covered rental dwelling unit under  
10 any certification or agreement entered into pursuant to subsection (c)(1) of this section, the  
11 commissioner shall recapture from the lessor an amount equal to the entire amount of assistance  
12 provided under this section that is attributable to such dwelling unit and ensure that such amount is  
13 recaptured into the fund.

14           (g) There is authorized to be appropriated for the fund established pursuant to this section  
15 such sums as may be necessary to reimburse all lessors for all rent payments suspended pursuant  
16 to § 34-18.3-3(a).

17           (h)(1) Any lessor may apply for an exemption from one or more of the requirements set  
18 forth in subsection (c) of this section and the commissioner shall grant exemptions from  
19 requirements set forth in subsection (c) of this section upon determining that the lessor would  
20 otherwise suffer undue financial hardship resulting from the requirements for which exemption is  
21 sought.

22           (2) Any lessor aggrieved by the commissioner's decision on an application to the fund or  
23 for a hardship exemption pursuant to subsection (h)(1) of this section may, within thirty (30) days  
24 of the commissioner's decision, file a petition with the superior court for review of the decision  
25 rendered by the commissioner. In the event that the court may find that the decision of the  
26 commissioner constitutes the equivalent of a taking without compensation, it may, at the election  
27 of the commissioner, either set aside the decision or order the payment of just compensation by the  
28 commissioner.

29           **34-18.3-8. Assistance to public housing authorities.**

30           (a) The commissioner shall establish and manage a public housing relief fund, or in this  
31 section referred to as (the "public housing relief fund"), to provide public housing authorities with  
32 funds to compensate for expenses related to any health emergency declared by the governor  
33 pursuant to chapter 15 of title 30 and unpaid rent that would have been payable by residential  
34 tenants pursuant to 42 U.S.C. 1437(a) during the period running from the date of a health

1 emergency declared by the governor until the expiration of a period of ninety (90) days after the  
2 governor declares that the state of emergency has ended.

3 (b) The commissioner shall provide for public housing authorities to apply for payments  
4 from the public housing relief fund and shall promulgate regulations establishing the procedural  
5 requirements for such applications.

6 (c) It is hereby declared to be the intent of the legislature that to the extent that any part of  
7 this section if inconsistent with chapter 11.2 of title 42, this statute will prevail.

8 **34-18.3-9. Civil action.**

9 (a) Any individual aggrieved by an adverse action taken by a lessor, affordable housing  
10 operator, public housing authority, or mortgagee for exercising rights under §§ 34-18.3-3 or 34-  
11 18.3-4 may commence a civil action under this section against the lessor, affordable housing  
12 operator, public housing authority, or mortgagee violating such section in the superior court not  
13 later than two (2) years after such violation occurs for damages under subsection (b) of this section.

14 (b) Any lessor or mortgagee found to have taken adverse action against any lessee or  
15 mortgagor for exercising rights under §§ 34-18.3-3 or 34-18.3-4 shall be liable:

16 (1) To the individual aggrieved by such violation, for any actual damages as a result of  
17 such adverse action; and

18 (2) For a fine in the amount of:

19 (i) Ten thousand dollars (\$10,000) for a first violation by such lessor or mortgagee;

20 (ii) Twenty thousand dollars (\$20,000) for a second violation by such lessor or mortgagee;

21 and

22 (iii) One hundred thousand dollars (\$100,000) or forfeiture of the property, for a third or  
23 subsequent violation by such lessor or mortgagee.

24 (c) In an action brought under this section, the court:

25 (1) May award preventative relief, including a permanent or temporary injunction or other  
26 order, to ensure the full rights granted by §§ 34-18.3-3 or 34-18.3-4; and

27 (2) Shall award any prevailing plaintiff reasonable attorneys' fees and costs.

28 (d) The attorney general may bring a civil action in any appropriate court against any  
29 individual or entity which violates §§ 34-18.3-3 or 34-18.3-4 for fines under subsection (b)(2) of  
30 this section.

31 **34-18.3-10. Non-severability clause.**

32 If § 34-18.3-3 is adjudged by a court of competent jurisdiction to be invalid, then §§ 34-  
33 18.3-5, 34-18.3-6 and 34-18.3-7 shall also be deemed invalid and it is hereby declared to be the  
34 intent of the legislature that §§ 34-18.3-5, 34-18.3-6 and 34-18.3-7 would not have been enacted if

1 [§ 34-18.3-3 had not been included herein.](#)

2 **34-18.3-11. Severability clause.**

3 [Subject to the provisions of § 34-18.3-10, any provisions or provisions of this chapter, or](#)  
4 [the application of this chapter to any person or circumstance is held invalid by a court of competent](#)  
5 [jurisdiction, that invalidity does not affect other provisions or applications of this chapter which](#)  
6 [can be given effect without that invalid provision or provisions or application of the provision or](#)  
7 [provisions, and to this end the provisions of this chapter are declared to be separable and severable.](#)

8 SECTION 2. This act shall take effect upon passage and shall apply to any declared health  
9 emergency, including, but not limited to, COVID-19, in effect on the date of passage.

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO PROPERTY – RESIDENTIAL RENT AND MORTGAGE CANCELLATION  
ACT OF 2021

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1           This act would forgive rent for tenants and mortgage payment for small homeowners from  
2 the period running from the date of a health emergency declared by the governor pursuant to chapter  
3 15 of title 30 until a period of ninety (90) days after the governor declares the state of emergency  
4 has ended, including the COVID-19 pandemic. This act would further preclude landlords from  
5 filing evictions for nonpayment of rent and preclude the landlords from affecting tenant’s credit or  
6 assessing late fees or fines to the tenant during the rent forgiveness period. This act would further  
7 allow housing co-operatives that are able to demonstrate financial distress to apply for assistance.  
8 This act would also establish a "Landlord Relief Rent Fund" allowing qualifying landlords to be  
9 reimbursed for all rent payments cancelled as long as they agree to a five (5) year freeze on rent  
10 increases for tenants and not to evict the tenant without good cause.

11           This act would take effect upon passage and would apply to any declared health emergency,  
12 including, but not limited to, COVID-19, in effect on the date of passage.

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