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LC002246

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Senators Euer, Urso, Appollonio, Gu, McKenney, Bell, Quezada,
DiMario, Mack, and Lauria

Date Introduced: March 07, 2025

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 34-18-11 of the General Laws in Chapter 34-18 entitled "Residential
2 Landlord and Tenant Act" is 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 fifteen
8 (15) days and removal of substantially all possessions from the premises;

9 (2) "Abuse" means an act or failure to act that presents an imminent risk of serious harm
10 to an individual and, for purposes of this chapter includes, but is not limited to, any of the following
11 crimes, regardless of whether these acts or threats have been reported to law enforcement officers:

12 (i) Child abuse (§ 11-9-5.3);

13 (ii) Child molestation (§§ 11-37-8.1 and 11-37-8.3);

14 (iii) Domestic violence;

15 (iv) Enticement of children (§ 11-26-1.5);

16 (v) Indecent solicitation of a child (§ 11-37-8.8);

17 (vi) Kidnapping (§§ 11-26-1 and 11-26-1.4);

18 (vii) Sexual assault (chapter 37 of title 11);

19 (viii) Stalking (§ 11-59-2);

- 1 [\(ix\) Strangulation \(§ 11-5-2.3\); and](#)
- 2 [\(x\) Trafficking \(chapter 67.1 of title 11\).](#)
- 3 ~~(2)~~[\(3\) “Action” includes recoupment, counterclaim, set-off, suit in equity, and any other](#)
- 4 [proceeding in which rights are determined, including an action for possession;](#)
- 5 [\(4\) “Actual address” means the physical location where the applicant resides, as specified](#)
- 6 [on the individual’s application to be a program participant under this chapter.](#)
- 7 [\(5\) “Agency” means any subdivision of the State of Rhode Island, a municipality, or a](#)
- 8 [subdivision of a municipality.](#)
- 9 ~~(3)~~[\(6\) “Building and housing codes” include any law, ordinance, or governmental](#)
- 10 [regulation concerning fitness for habitation, or the construction, maintenance, operation,](#)
- 11 [occupancy, use, or appearance of any premises of dwelling unit;](#)
- 12 [\(7\) “Domestic violence” for purposes of this chapter, means, but is not limited to, any of](#)
- 13 [the following crimes when committed by one family or household member against another,](#)
- 14 [regardless of whether these acts or threats have been reported to law enforcement officers:](#)
- 15 [\(i\) Simple assault \(§ 11-5-3\);](#)
- 16 [\(ii\) Felony assaults \(chapter 5 of title 11\);](#)
- 17 [\(iii\) Vandalism \(§ 11-44-1\);](#)
- 18 [\(iv\) Disorderly conduct \(§ 11-45-1\);](#)
- 19 [\(v\) Trespass \(§ 11-44-26\);](#)
- 20 [\(vi\) Kidnapping \(§ 11-26-1\);](#)
- 21 [\(vii\) Child-snatching \(§ 11-26-1.1\);](#)
- 22 [\(viii\) Sexual assault \(§§ 11-37-2 and 11-37-4\);](#)
- 23 [\(ix\) Homicide \(§§ 11-23-1 and 11-23-3\);](#)
- 24 [\(x\) Violation of the provisions of a protective order entered pursuant to § 15-5-19, chapter](#)
- 25 [15 of title 15, or chapter 8.1 of title 8 where the respondent has knowledge of the order and the](#)
- 26 [penalty for its violation, or a violation of a no contact order issued pursuant to § 12-29-4;](#)
- 27 [\(xi\) Stalking \(chapter 59 of title 11\);](#)
- 28 [\(xii\) Refusal to relinquish or to damage or to obstruct a telephone \(§ 11-35-14\);](#)
- 29 [\(xiii\) Burglary and unlawful entry \(chapter 8 of title 11\);](#)
- 30 [\(xiv\) Arson \(chapter 4 of title 11\);](#)
- 31 [\(xv\) Cyberstalking and cyberharassment \(§ 11-52-4.2\);](#)
- 32 [\(xvi\) Domestic assault by strangulation \(§ 11-5-2.3\);](#)
- 33 [\(xvii\) Electronic tracking of motor vehicles \(§ 11-69-1\); or](#)
- 34 [\(xviii\) Abuse.](#)

1 ~~(4)~~(8) “Dwelling unit” means a structure or part of a structure that is designed or intended
2 to be used as a home, residence, or sleeping place by one or more persons;

3 ~~(5)~~(9) “Fair rental value” means rent which is of comparable value with that of other rental
4 properties of similar size and condition within the contiguous neighborhood;

5 ~~(6)~~(10) “Good faith” means honesty in fact in the conduct of the transaction concerned;

6 (11) “Household member” means children and wards, current or former intimate partners,
7 spouses, former spouses, persons related by blood or marriage, persons who are presently residing
8 together or who have resided together in the past three (3) years, and persons who have a child in
9 common regardless of whether they have been married or have lived together, or persons who are,
10 or have been, in a dating or engagement relationship within the past year.

11 ~~(7)~~(12) “Landlord” means the owner, lessor, or sublessor of the dwelling unit or the
12 building of which it is a part, and it also means a manager of the premises who fails to disclose as
13 required by § 34-18-20;

14 ~~(8)~~(13) “Ordinary wear and tear” means deterioration of the premises which is the result of
15 the tenant’s normal nonabusive living and includes, but is not limited to, deterioration caused by
16 the landlord’s failure to prepare for expected conditions or by the landlord’s failure to comply with
17 his or her obligations;

18 ~~(9)~~(14) “Organization” includes a corporation, government, governmental subdivision or
19 agency, business trust, estate, trust, partnership of association, two (2) or more persons having a
20 joint or common interest, and any other legal or commercial entity;

21 ~~(10)~~(15) “Owner” shall mean any person who, alone or jointly or severally with others:

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

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

30 ~~(11)~~(16) “Person” includes an individual or organization;

31 ~~(12)~~(17) “Premises” means a dwelling unit and the structure of which it is a part and
32 facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants
33 generally, or the use of which is promised to the tenant;

34 ~~(13)~~(18) “Rent” means the payment or consideration that a tenant pays to a landlord for the

1 use of the premises, whether money, services, property, or produce of the land;

2 ~~(14)~~(19) "Rental agreement" means all agreements, written or oral, and valid rules and
3 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and
4 occupancy of a dwelling unit and premises, and also includes any terms required by law;

5 ~~(15)~~(20) "Roomer" means a tenant occupying a dwelling unit which consists of any room
6 or group of rooms forming a single habitable unit used or intended to be used for living and
7 sleeping, but not for cooking or eating purposes;

8 ~~(16)~~(21) "Security deposit" means a sum of money given by a tenant to a landlord at the
9 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's
10 dwelling unit during said tenancy;

11 ~~(17)~~(22) "Tenant" means a person entitled under a rental agreement to occupy a dwelling
12 unit to the exclusion of others;

13 ~~(18)~~(23) "Transitional housing facility" means a facility which, for a period not to exceed
14 two (2) years, provides its residents with appropriate social services for the purpose of fostering
15 independence, self sufficiency, and eventual transition to a permanent living arrangement;

16 ~~(19)~~(24) "Willful" means that the act was performed intentionally, knowingly and
17 purposely, not accidentally or inadvertently and without justifiable excuse.

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

20 **34-18-62. Early lease termination by tenant due to abuse, domestic violence, sexual**
21 **assault, or stalking.**

22 (a) A tenant may terminate their lease or rental agreement without penalty or fees for early
23 termination, or liability for future rent when:

24 (1) The tenant or household member within the most recent one hundred fifty (150) days
25 has been a victim of abuse, domestic violence, sexual assault, or stalking; or

26 (2) Within the most recent one hundred fifty (150) days, an event occurs relative to the
27 victim of past abuse, domestic violence, sexual assault, or stalking, that, in conjunction with the
28 past abuse, causes a victim lessee or victim household member to fear for their safety.

29 (3) This right to terminate the lease or rental agreement pursuant to this subsection shall
30 be conditioned on:

31 (i) The tenant or household member of a tenant who is the victim provides the lessor or
32 owner with written verification that the tenant or household member of a tenant has obtained a valid
33 protective order against the perpetrator of the abuse, domestic violence, sexual assault stalking; or

34 (ii) The tenant or household member of a tenant who is the victim;

1 (A) Initiates legal action to obtain a protective order and provides written verification
2 thereof to the lessor or owner; or

3 (B) Reports the abuse, domestic violence, sexual assault, or stalking to a law enforcement
4 agency and provides written verification thereof to the lessor or owner; or

5 (C) Provides written verification from a law enforcement official, attorney, health care
6 provider, social worker, mental health counselor, therapist, domestic violence advocate, sexual
7 assault advocate, child abuse advocate, or other victim's advocate at a nonprofit organization,
8 college, university or state agency, that the tenant or their household member are a victim of abuse,
9 domestic violence, sexual assault, or stalking; or

10 (D) Provides a written and signed self-certification that the tenant or household member
11 of a tenant was a victim of abuse, domestic violence, sexual assault, or stalking; and

12 (iii) Language swearing that the facts provided by the tenant or household member of a
13 tenant in the self-certification statement are true and accurate to the best of their knowledge and
14 recollection.

15 (b) The written verification provided to the lessor or owner, including the fact that an
16 individual is a victim of abuse, domestic violence, sexual assault, or stalking, shall be maintained
17 in strict confidence. The lessor or owner shall keep this information and any further personally-
18 identifiable information of tenant and tenant's household members (such as address, social security
19 number, email, phone number, birthdate) confidential and shall not disclose this information to any
20 other entity, party or individual, except to the extent that such disclosure is:

21 (1) Requested and consented to in writing by the tenant or household member of the tenant
22 who is the victim of abuse, domestic violence, sexual assault, or stalking; or

23 (2) Otherwise required by applicable law.

24 (c) The tenant who has given notice shall vacate the premises within thirty (30) days of
25 giving notice to the landlord or at any other time as may be agreed upon by the landlord and the
26 tenant.

27 (d) For the purposes of determining rent owed, a tenant who terminates a lease or rental
28 agreement pursuant to this section is only liable, if solely or jointly liable for purposes of the lease
29 or rental agreement, for rent owed through the date of termination or the date the tenant actually
30 vacates the premises, whichever is later.

31 (e) A tenant who terminates a lease or rental agreement pursuant to this section shall be
32 entitled to a refund of any security deposit or prepaid rent for any period thereafter. The tenant shall
33 receive a full and specific statement of the basis for retaining any of the security deposit or prepaid
34 rent together with any refund due in compliance with § 34-18-19 and within twenty (20) days of

1 [the conclusion of the tenancy.](#)

2 **34-18-63. Refusal of rental agreement or assistance based on termination of rental**
3 **agreement under § 34-18-62 or request for change of lock under § 34-18-64 prohibited.**

4 [A lessor or owner shall not refuse to enter into a rental agreement, nor shall a housing](#)
5 [subsidy provider deny assistance, based on an applicant having terminated a rental agreement under](#)
6 [§ 34-18-62 or based upon an applicant having requested a change of locks under § 34-18-64.](#)

7 **34-18-64. Change of locks upon request of tenant, co-tenant, or household member**
8 **believed to be under imminent threat of abuse, domestic violence, sexual assault, or stalking.**

9 [\(a\) For purposes of this section, the term “household member” shall mean a person residing](#)
10 [with the tenant or co-tenant as an authorized occupant of the premises, and who is eighteen \(18\)](#)
11 [years of age or older or an emancipated minor.](#)

12 [\(b\) A lessor or owner shall, upon the request of a tenant, co-tenant or a household member,](#)
13 [change the locks of the individual dwelling unit in which the tenant, co-tenant or household member](#)
14 [lives if the tenant, co-tenant or household member reasonably believes that the tenant, co-tenant or](#)
15 [household member is under an imminent threat of abuse, domestic violence, sexual assault or](#)
16 [stalking at the premises. A lessor or owner shall have the right to request, in good faith, written](#)
17 [verification or self-certification of the status as a victim of abuse, domestic violence, sexual assault](#)
18 [or stalking, as provided in § 34-18-62.](#)

19 [\(c\) If the threat of abuse, domestic abuse, violence, sexual assault or stalking is posed by a](#)
20 [person who is a tenant, co-tenant or household member, the lessor or owner may change the locks](#)
21 [and deny a key to the alleged perpetrator upon receipt of a request to change the locks; provided,](#)
22 [however, that such request shall be accompanied by:](#)

23 [\(1\) A copy of a valid protective order issued against a tenant, co-tenant or household](#)
24 [member; or](#)

25 [\(2\) A record from a federal, state or local court or law enforcement, indicating that a tenant,](#)
26 [co-tenant or household member thereof poses an imminent threat of abuse, domestic violence,](#)
27 [sexual assault or stalking.](#)

28 [\(d\) A lessor or owner who has received notice of a request for change of locks under this](#)
29 [section shall, within two \(2\) business days, make a good faith effort to change the locks or give the](#)
30 [tenant, co-tenant or household member permission to change the locks. If the lessor or owner](#)
31 [changes the locks, the lessor or owner shall make a good faith effort to give a key to the new locks](#)
32 [to the tenant, co-tenant or household member requesting the lock change as soon as possible, but](#)
33 [within the same two \(2\) business day period. A lessor or owner may charge a fee for the expense](#)
34 [of changing the locks. The fee shall not exceed the reasonable price customarily charged for](#)

1 changing such locks in that community.

2 (e) If a lessor or owner fails to change the locks after receipt of a request under this section
3 within two (2) business days, the tenant, co-tenant or household member may change the locks
4 without the owner's permission. If the rental agreement requires that the lessor or owner retain a
5 key to the leased residential premises and if a tenant, co-tenant or household member changes the
6 locks, the tenant, co-tenant or household member shall make a good faith effort to provide a key to
7 the new locks to the lessor or owner within two (2) business days of the locks being changed. If a
8 tenant, co-tenant or household member changes the locks without the owner's permission, such
9 person shall change the locks in a workmanlike manner with locks of similar or better quality than
10 the original locks. A lessor or owner may replace a lock installed by the tenant, co-tenant or
11 household member, or seek reimbursement for additional costs incurred, if the lessor or owner
12 believes that the locks were not of equal or better quality or were not installed properly, and such
13 action shall be deemed not to be in retaliation.

14 (f) If the locks are changed under this section, a tenant, co-tenant or household member
15 shall not voluntarily give the new key to the perpetrator. A lessor or owner who refuses to provide
16 a key to any person based on the reasonable belief that such person is the perpetrator of alleged
17 abuse, domestic violence, sexual assault or stalking, shall not be liable for such refusal.

18 (g) A lessor or owner who takes action to prevent the tenant, co-tenant or household
19 member who has complied with subsection (b) of this section from changing the locks, or any lessor
20 or owner who changes the locks but fails to make a good faith effort to provide a key to the tenant,
21 co-tenant or household member requesting the lock change as provided in subsection (d) of this
22 section, shall be liable for actual and consequential damages or three (3) months' rent, whichever
23 is greater, and the costs of the action, including reasonable attorneys' fees, all of which may be
24 applied in setoff or recoupment against any claim for rent owed or owing for use and occupancy.
25 Damages shall not be imposed if the court determines that the lessor or owner acted in good faith.

26 **34-18-65. Jurisdiction of courts to restrain violations. Applicability of other laws to**
27 **requests to change locks.**

28 (a) The district court shall have jurisdiction in equity to restrain violations of §§ 34-18-62
29 through 34-18-64, inclusive.

30 (b) Notwithstanding §§ 34-18-62 through 34-18-64, inclusive, if a court has issued a
31 protective order pursuant to § 15-5-19, chapter 15 of title 15, chapter 8.1 of title 8, § 12-29-4, or
32 any other law, ordering a tenant, co-tenant or household member to vacate the dwelling unit, the
33 lessor or owner shall not interfere with the order and upon a request to change the locks as described
34 in § 34-18-64, shall comply with such request.

1 **34-18-66. Waivers of §§ 34-18-62 through 34-18-64 void and unenforceable.**
2 A waiver of §§ 34-18-62 through 34-18-64, inclusive, in any lease or other rental
3 agreement, except as otherwise provided by law or by federal, state or local regulation shall be void
4 and unenforceable.

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

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LC002246
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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 grant tenants that are the victim of various forms of abuse including, but
2 not limited to, sexual and domestic abuse and stalking, the right to terminate a lease agreement
3 early without penalty or liability for rent. This act would also provide for requests to change locks.
4 This act would take effect upon passage.

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