

**2026 -- H 7285**

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**S T A T E   O F   R H O D E   I S L A N D**

**IN GENERAL ASSEMBLY**

**JANUARY SESSION, A.D. 2026**

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**A N   A C T**

**RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT**

Introduced By: Representatives Nardone, Chippendale, Quattrocchi, Place, and Santucci

Date Introduced: January 23, 2026

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1        SECTION 1. Section 34-18-15 of the General Laws in Chapter 34-18 entitled "Residential  
2        Landlord and Tenant Act" is hereby amended to read as follows:

3        **34-18-15. Terms and conditions of rental agreement.**

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

7            (1) If there are fees beyond the rent that apply to the rental of a unit, the lease shall disclose  
8        those fees in the same section as the rent disclosure and shall indicate that additional fees may  
9        apply. This requirement does not apply whenever the tenant or unit are receiving state or federal  
10        subsidies that require a different lease format.

11            (2) If there is no written lease, the landlord shall provide to the tenant, in writing, a list of  
12        all fees beyond the rent that apply to the rental of the unit. Any change in required fees must be  
13        disclosed in writing at least thirty (30) days prior to the change becoming effective.

14            (3) In any lease agreement the landlord shall disclose which utility costs are included in  
15        the rent and which utility costs are the tenant's responsibility. If there is no written lease, the  
16        landlord shall provide this information to the tenant in writing.

17            (4) If a tenant is required to obtain renters insurance, this requirement must be stated in the  
18        lease or if there is no written lease the landlord shall provide this information to the tenant in  
19        writing.

(5) If a landlord fails to comply with subsections (a)(1) — (a)(4) of this section, the tenant may recover any fees paid for the unit that were not disclosed as required.

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

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

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

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

21 (f)(1) A lease of premises occupied, or intended to be occupied, by a servicemember or a  
22 servicemember's dependents may be unilaterally terminated if:

23 (i) The lease is executed by or on behalf of a person who, thereafter, and during the term  
24 of the lease, enters military service; or

25 (ii) The servicemember, while in military service, executes the lease and thereafter receives  
26 military orders for a change of permanent station or to deploy with a military unit, or as an  
27 individual in support of a military operation, for a period of not less than ninety (90) days; and

(3) In the case of any other lease, termination of the lease is effective on the last day of the month following the month in which the notice is delivered.

13 (6) A lessee's termination of a lease pursuant to this section shall terminate any obligation  
14 a dependent of the lessee may have under the lease.

15        (g)(1) Effective January 1, 2027, upon the execution or renewal of any written lease  
16        agreement of a mobile and manufactured home, as defined in § 31-44-1, located in a mobile and  
17        manufactured home park as defined in 31-44-1, pursuant to this chapter, the landlord shall provide  
18        the tenant with a complete copy of the signed lease, including all pages, addenda, and any  
19        attachments incorporated into the lease within ten (10) days of execution.

20        (2) Failure by the landlord to provide the tenant with a complete copy of the lease  
21        agreement shall constitute a violation of this chapter, and the tenant may seek remedies in the  
22        appropriate court or through administrative complaint.

23 (3) For the purposes of this section, a "complete copy" means the entire lease document as  
24 signed by both parties, including any written rules, regulations, addenda, disclosures, or notices  
25 referenced in the lease.

26 SECTION 2. 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

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- 1        This act would require effective January 1, 2027, that upon the execution of a lease
- 2        agreement for a mobile and manufactured home in a mobile and manufactured home park, a
- 3        complete copy of the lease be provided to the tenant within ten (10) days of execution.
- 4        This act would take effect upon passage.

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