

2010 -- H 7675

LC00300

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2010

A N A C T

RELATING TO PROPERTY

Introduced By: Representatives Kilmartin, Ajello, Melo, and Martin

Date Introduced: February 25, 2010

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
2 Tenant Act" is hereby amended by adding thereto the following sections:

3 **34-18-58. Right to vacate and avoid liability following domestic violence. – (a) A**
4 Tenant may terminate the tenant's rights and obligations under a lease and may vacate the
5 dwelling and avoid liability for future rent and any other sums due under the lease for terminating
6 the lease and vacating the dwelling before the end of the lease term if the tenant complies with
7 subsection (b) and provides the landlord or the landlord's agent a copy of one or more of the
8 following orders protecting the tenant or an occupant from domestic violence.

9 (1) A temporary injunction issued by the family court;

10 (2) A temporary ex parte order issued by the family court; and

11 (3) A protective order issued by the family court.

12 (b) A tenant may exercise the rights to terminate the lease, vacate the dwelling before the
13 end of the lease term and avoid liability beginning on the date after all of the following events
14 have occurred:

15 (1) A judge signs an order described by subsection (a);

16 (2) The tenant provides a copy of the relevant documentation described by subsection (a)
17 to the landlord;

18 (3) The tenant provides written notice of termination of the lease to the landlord on or
19 before the thirtieth (30th) day before the date the lease terminates;

1 (4) The thirtieth (30th) day after the date the tenant provided notice under subdivision (3)
2 expires; and

3 (5) The tenant vacates the dwelling.

4 (c) If the domestic violence is committed by a cotenant or occupant of the dwelling, a
5 tenant may exercise the right to terminate the lease under the procedures provided by subdivision
6 (a)(1) or (3) and subsection (b), except that the tenant is not required to provide the notice
7 described by subdivision (b)(3).

8 **34-18-59. Right to vacate and avoid liability following certain sex offenses. – (a) A**
9 tenant may terminate the tenant's rights and obligations under a lease and may vacate the dwelling
10 and avoid liability for future rent and any other sums due under the lease for terminating the lease
11 and vacating the dwelling before the end of the lease term after the tenant complies with
12 subsection (b).

13 (b) If the tenant is a victim of sexual assault or a parent or guardian of a victim of sexual
14 assault, aggravated sexual assault, or continuous sexual abuse of a child that takes place during
15 the preceding six (6) month period on the premises or at any dwelling on the premises, the tenant
16 shall provide to the landlord of the landlord's agent a copy of:

17 (1) Documentation of the assault or abuse of the victim from a licensed health care
18 services provider who examined the victim;

19 (2) Documentation of the assault or abuse of the victim from a licensed mental health
20 services provider who examined or evaluated the victim;

21 (3) Documentation of the assault or abuse of the victim from an individual who has
22 provided any social services to the victim; or

23 (4) Documentation of a protective order issued under the general laws.

24 (c) A tenant may exercise the rights to terminate the lease under subsection (a), vacate the
25 dwelling before the end of the lease term and avoid liability beginning on the date after all of the
26 following events have occurred:

27 (1) The tenant provides a copy of the relevant documentation described by subsection (b)
28 to the landlord;

29 (2) The tenant provides written notice of termination of the lease to the landlord on or
30 before the thirtieth (30th) day before the date the lease terminates;

31 (3) The thirtieth (30th) day after the date the tenant provided notice under subdivision (2)
32 expires; and

33 (4) The tenant vacates the dwelling.

34 (d) Except as provided by subsection (f), this section does not affect a tenant's liability for

1 delinquent, unpaid rent or other sums owed to the landlord before the lease was terminated by the
2 tenant under this section.

3 (e) A landlord who violates this section is liable to the tenant for actual damages, a civil
4 penalty equal to the amount of one month's rent plus five hundred dollars (\$500) and attorney's
5 fees.

6 (f) A tenant who terminates a lease under subsection (a) is released from all liability for
7 any delinquent and unpaid rent owed to the landlord by the tenant on the effective date of the
8 lease termination if the lease does not contain language substantially equivalent to the following:

9 (i) "Tenants may have special statutory rights to terminate the lease early in certain
10 situations involving sexual assault or sexual abuse."

11 (g) A tenant may not waive a tenant's right to terminate a lease before the end of the lease
12 term, vacate the dwelling and avoid liability under this chapter.

13 SECTION 2. This act shall take effect upon passage and shall apply to leases that are
14 executed or renewed on or after the effective date of this act.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO PROPERTY

1 This act would allow a tenant to vacate and avoid residential lease liability following the
2 occurrence of certain sex offenses or domestic violence.

3 This act would take effect upon passage and would apply to leases that are executed or
4 renewed on or after the effective date of this act.

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