

2024 -- S 2920

=====  
LC005809  
=====

**STATE OF RHODE ISLAND**

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2024

---

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT -- JUST  
CAUSE EVICTIONS

Introduced By: Senators Mack, and Kallman

Date Introduced: March 27, 2024

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

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

14           (4) "Disabled person" means a person who has an impairment which results from  
15 anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling,  
16 or any controlled substance, which are demonstrable by medically acceptable clinical and  
17 laboratory diagnostic techniques, and which are expected to be permanent and which substantially  
18 limit one or more of such person's major life activities.

1           ~~(4)~~(5) "Dwelling unit" or "housing accommodation" means a structure or part of a structure  
2 that is designed or intended to be used as a home, residence, or sleeping place by one or more  
3 persons, including a mobile home or land in a mobile home park;

4           ~~(5)~~(6) "Fair rental value" means rent which is of comparable value with that of other rental  
5 properties of similar size and condition within the contiguous neighborhood;

6           ~~(6)~~(7) "Good faith" means honesty in fact in the conduct of the transaction concerned;

7           ~~(7)~~(8) "Landlord" means the owner, lessor, assigner, ~~or~~ sublessor or other person receiving  
8 or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of  
9 the foregoing of the dwelling unit or the building of which it is a part, and it also means a manager  
10 of the premises who fails to disclose as required by § 34-18-20;

11           ~~(8)~~(9) "Ordinary wear and tear" means deterioration of the premises which is the result of  
12 the tenant's normal nonabusive living and includes, but is not limited to, deterioration caused by  
13 the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with  
14 his or her obligations;

15           ~~(9)~~(10) "Organization" includes a corporation, government, governmental subdivision or  
16 agency, business trust, estate, trust, partnership of association, two (2) or more persons having a  
17 joint or common interest, and any other legal or commercial entity;

18           ~~(10)~~(11) "Owner" shall mean any person who, alone or jointly or severally with others:

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

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

27           ~~(11)~~(12) "Person" includes an individual or organization;

28           ~~(12)~~(13) "Premises" means a dwelling unit and the structure of which it is a part and  
29 facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants  
30 generally, or the use of which is promised to the tenant;

31           ~~(13)~~(14) "Rent" means the payment or consideration that a tenant pays to a landlord for the  
32 use of the premises, whether money, services, property, or produce of the land;

33           ~~(14)~~(15) "Rental agreement" means all agreements, written or oral, and valid rules and  
34 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and

1 occupancy of a dwelling unit and premises, and also includes any terms required by law;

2 ~~(15)~~(16) "Roomer" means a tenant occupying a dwelling unit which consists of any room  
3 or group of rooms forming a single habitable unit used or intended to be used for living and  
4 sleeping, but not for cooking or eating purposes;

5 ~~(16)~~(17) "Security deposit" means a sum of money given by a tenant to a landlord at the  
6 outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's  
7 dwelling unit during said tenancy;

8 ~~(17)~~(18) "Tenant" means a tenant, sub-tenant, lessee, sublessee, assignee, an occupant of a  
9 rooming house or hotel or any other person entitled to the possession, use or occupancy of any  
10 housing accommodation ~~person~~ entitled under a rental agreement to occupy a dwelling unit to the  
11 exclusion of others;

12 ~~(18)~~(19) "Transitional housing facility" means a facility which, for a period not to exceed  
13 two (2) years, provides its residents with appropriate social services for the purpose of fostering  
14 independence, self sufficiency, and eventual transition to a permanent living arrangement;

15 ~~(19)~~(20) "Willful" means that the act was performed intentionally, knowingly and  
16 purposely, not accidentally or inadvertently and without justifiable excuse.

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

19 **34-18-7.1. Applicability to just cause evictions.**

20 This section shall apply to all housing accommodations subject to just cause evictions  
21 except:

22 (1) Owner-occupied premises with fewer than four (4) units;

23 (2) Premises sublet, or otherwise, where the sublessor seeks, in good faith, to recover  
24 possession of such housing accommodation for their own personal use and occupancy;

25 (3) Premises, the possession, use or occupancy of which, is solely incidental to employment  
26 and such employment is being lawfully terminated; and

27 (4) Premises otherwise subject to regulation of rents or evictions pursuant to state or federal  
28 law to the extent that such state or federal law requires "good cause" for termination or non-renewal  
29 of such tenancies.

30 **34-18-38.3. Necessity for just cause - Removal of tenants.**

31 (a) No landlord shall, by action to evict or to recover possession, by exclusion from  
32 possession, by failure to renew any lease, or otherwise, remove any tenant from housing  
33 accommodations covered by chapter 18 of title 34, except for good cause as set forth in subsection

34 (b) of this section.

1           **(b)(1) No landlord shall remove a tenant from any housing accommodation, or attempt**  
2 **such removal or exclusion from possession, notwithstanding that the tenant has no written lease or**  
3 **that the lease or other rental agreement has expired or otherwise terminated, except upon order of**  
4 **a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which**  
5 **the petitioner or plaintiff has established one of the following grounds as good cause for removal**  
6 **or eviction:**

7           **(i) The tenant has failed to pay rent due and owing; provided, however, that the rent due**  
8 **and owing, or any part thereof, did not result from a rent increase which is unreasonable or imposed**  
9 **for the purpose of circumventing the intent of this section. In determining whether all or part of the**  
10 **rent due and owing is the result of an unreasonable rent increase, it shall be a rebuttable presumption**  
11 **that the rent for a dwelling not protected by rent regulation is unreasonable if said rent has been**  
12 **increased in any calendar year by a percentage exceeding either four percent (4%) or one and one-**  
13 **half (1½) times the annual percentage change in the consumer price index for the region in which**  
14 **the housing accommodation is located, as established the August preceding the calendar year in**  
15 **question, whichever is greater;**

16           **(ii) The tenant is violating a substantial obligation of the tenancy, other than the obligation**  
17 **to surrender possession, and has failed to cure such violation after written notice that the violation**  
18 **cease within ten (10) days of receipt of such written notice; provided, however, that the obligation**  
19 **of tenancy for which violation is claimed was not imposed for the purpose of circumventing the**  
20 **intent of this section;**

21           **(iii) The tenant is committing or permitting a nuisance in such housing accommodation, or**  
22 **is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's**  
23 **conduct is such as to interfere with the comfort of the landlord or other tenants or occupants of the**  
24 **same or adjacent buildings or structures;**

25           **(iv) Occupancy of the housing accommodation by the tenant is in violation of or causes a**  
26 **violation of law and the landlord is subject to civil or criminal penalties therefor; provided,**  
27 **however, that an agency of the state or municipality having jurisdiction has issued an order**  
28 **requiring the tenant to vacate the housing accommodation. No tenant shall be removed from**  
29 **possession of a housing accommodation on such ground unless the court finds that the cure of the**  
30 **violation of law requires the removal of the tenant and that the landlord did not, through neglect or**  
31 **deliberate action or failure to act, create the condition necessitating the vacate order. In instances**  
32 **where the landlord does not undertake to cure conditions of the housing accommodation causing**  
33 **such violation of the law, the tenant shall have the right to pay or secure payment in a manner**  
34 **satisfactory to the court, to cure such violation; provided that, any tenant expenditures shall be**

1 applied against rent to which the landlord is entitled. In instances where removal of a tenant is  
2 absolutely essential to the tenant's health and safety, the removal of the tenant shall be without  
3 prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant  
4 shall be entitled to resume possession at such time as the dangerous conditions have been removed.  
5 Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary  
6 damages against the landlord to compel compliance by the landlord with all applicable state or  
7 municipal laws or housing codes;

8 (v) The tenant is using or permitting the housing accommodation to be used for an illegal  
9 purpose;

10 (vi) The tenant has unreasonably refused the landlord access to the housing accommodation  
11 for the purpose of making necessary repairs or improvements required by law or for the purpose of  
12 showing the housing accommodation to a prospective purchaser, mortgagee or other person having  
13 a legitimate interest when the landlord has provided the required forty-eight (48) hours notice for  
14 non-emergency repairs therein;

15 (vii) The landlord seeks in good faith to recover possession of a housing accommodation  
16 located in a building containing fewer than twelve (12) units because of immediate and compelling  
17 necessity for the landlord's own personal use and occupancy as the landlord's principal residence,  
18 or the personal use and occupancy as principal residence of the landlord's spouse, parent, child,  
19 stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such  
20 building is available. This subsection shall permit recovery of only one housing accommodation  
21 and shall not apply to a housing accommodation occupied by a tenant who is sixty-two (62) years  
22 of age or older or who is a disabled person; or

23 (viii) The landlord seeks in good faith to recover possession of any or all housing  
24 accommodations located in a building with less than five (5) units to personally occupy such  
25 housing accommodations as the landlord's principal residence.

26 (2) A tenant required to surrender a housing accommodation by virtue of the operation of  
27 subsections (b)(1)(vii) or (b)(1)(viii) of this section shall have a cause of action in any court of  
28 competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or  
29 purchaser of the premises who makes a fraudulent statement regarding a proposed use of the  
30 housing accommodation. In any action or proceeding brought pursuant to this provision, a  
31 prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

32 (3) Nothing in this section shall abrogate or limit the tenant's right to permanently stay the  
33 issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as  
34 a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the

1 nonpayment of rent, as long as the tenant complies with the procedural requirements of this chapter.

2 **34-18-38.4. Waiver of rights void.**

3 Any agreement by a tenant heretofore or hereinafter entered into in a written lease or other  
4 rental agreement waiving or modifying the tenant's rights as set forth in § 34-18-38.3 shall be void  
5 as contrary to public policy.

6 **34-18-54.1. Preservation of existing requirements of law.**

7 No action shall be maintainable and no judgment of possession shall be entered for housing  
8 accommodations pursuant § 34-18-38.3 unless the landlord has complied with any and all  
9 applicable laws governing such action or proceeding and has complied with any and all applicable  
10 laws governing notice to tenants, including, without limitation, the manner and the time of service  
11 of such notice and the contents of such notice.

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

=====  
LC005809  
=====

EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT -- JUST  
CAUSE EVICTIONS

\*\*\*

1           This act would allow a landlord to remove a tenant from any housing accommodation, or  
2 attempt such removal or exclusion from possession, notwithstanding that the tenant has no written  
3 lease or that the lease or other rental agreement has expired or otherwise terminated, except upon  
4 order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in  
5 which the petitioner or plaintiff has established one of the several grounds of just cause set forth  
6 for removal or eviction.

7           This act would take effect upon passage.

=====  
LC005809  
=====