

Landlord Tenant Act



TITLE 34

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CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-1

§ 34-18-1. Short title.

This chapter shall be known and may be cited as the "Residential Landlord and Tenant Act".

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-2

§ 34-18-2. Purposes – Rules of construction.

(a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.

(b) Underlying purposes and policies of this chapter are to:

(1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants;

(2) Encourage landlords and tenants to maintain and improve the quality and availability of housing;

(3) Make more uniform the law relating to residential landlord and tenant relations in those respects in which this chapter follows the "Uniform Residential Landlord – Tenant Act".

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-3

§ 34-18-3. Supplementary principles of law applicable.

(a) Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety, and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplements its provisions.

(b) This chapter shall apply to any rental agreement involving public housing or any type of federally subsidized or regulated housing except where:

(1) A particular subject matter has been pre-empted by federal law, or;

(2) A landlord or tenant has any rights or responsibilities derived from federal law or regulations which directly conflict with the provisions of this chapter, in which case the rights and responsibilities derived from federal laws and regulations shall control.

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-4

§ 34-18-4. Construction against implicit repeal.

This chapter being a general act intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided. In the event of a conflict between the provisions of this chapter and the provisions of chapters 18.1, 19, or 20 of this title, the provisions of this chapter shall control.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-5

§ 34-18-5. Administration of remedies – Enforcement.

(a) The remedies provided by this chapter shall be so administered that an aggrieved party may recover appropriate damages and injunctive relief, including temporary restraining orders, as set forth in § 34-18-6. The aggrieved party has a duty to mitigate damages.

(b) Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-6

§ 34-18-6. Temporary restraining orders – Ex parte proceedings.

(a) No temporary restraining order shall be granted without notice to the adverse party unless it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before notice can be served and a hearing had thereon. Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; shall be filed forthwith in the clerk's office and entered of record; and shall expire by its terms within such time after entry, not to exceed ten (10) days, as the court fixes, unless within the time so fixed, the order by consent or for good cause shown and after hearing of argument by the parties or counsel, is extended for an additional period. In case a temporary order is granted without notice, the motion for a preliminary injunction shall be set down for hearing at the earliest possible time and shall be given precedence over all matters except older matters of the same character; and when the motion comes on for hearing, the party who obtained the temporary restraining order shall proceed with the application for a preliminary injunction, and, if he or she does not do so, the court shall dissolve the temporary restraining order.

(b) On two (2) days' notice to the party who obtained the temporary restraining order without notice, or on such shorter notice to that party as the court may prescribe, the adverse party may appear and move its dissolution or modification, and in that event the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(c) Every order granting an injunction and every restraining order shall be specific in terms; shall describe in reasonable detail the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, managers, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-7

§ 34-18-7. Application.

This chapter applies to, regulates and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-8

§ 34-18-8. Exclusions from application of chapter.

Unless the parties expressly agree to be governed by the provisions of this chapter, the following arrangements are not governed by this chapter:

- (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service;
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his or her interest;
- (3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
- (4) Transient occupancy in a hotel, motel, or other lodging as defined under § 44-18-7(11), which is subject to the state sales and use tax, or lodgings tax as allowed by state enabling legislation;
- (5) Occupancy by a paid employee of a landlord, whose right to occupancy is conditional upon employment substantially for services, maintenance, or repair of premises containing more than eleven (11) units;
- (6) Occupancy by a holder of a proprietary lease in a cooperative;
- (7) Commercial letting and any other estate governed by chapter 18.1 of this title;
- (8) Residence at a transitional housing facility.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1992, ch. 87, § 1; P.L. 2003, ch. 210, § 1; P.L. 2003, ch. 301, § 1.)

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SECTION 34-18-9

§ 34-18-9. Jurisdiction.

The district or appropriate housing court of this state shall exercise jurisdiction in both law and equity over any landlord or tenant with respect to any conduct in this state governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord or tenant may be acquired in a civil action or proceeding commenced in the court by the service of process in the manner provided by § 34-18-10(c).

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-10

§ 34-18-10. Service of process for actions pursuant to chapter.

(a)(1) In actions for nonpayment of rent, the summons for eviction for nonpayment of rent shall be in the form provided in § 34-18-56(g). At the time of filing of the complaint, the clerk shall mark the date of hearing upon the summons, which shall be the ninth (9th) day after filing of the complaint, or the first court day following the ninth (9th) day. For the purposes of this section only, the time of filing of the complaint shall be the date upon which the clerk assigns a case number to the action and the filing fee is paid to the clerk. On the same day that the complaint is filed, the plaintiff's attorney or, if pro se, the plaintiff, or if more than one, the person filing the complaint shall mail a copy of the summons and complaint and a blank answer form as provided in § 34-18-56(j) by first class mail, to the defendant, shall complete the proof of service on a copy of the original summons and file the completed proof of service in the appropriate court. The clerk shall note on the docket the mailing date of the summons and complaint, and shall complete the proof of service on the original summons. The plaintiff shall deliver the original summons and a copy thereof, together with a copy of the complaint and a blank answer form to the division of sheriffs or any constable of the county in which the appropriate court is located. The officer receiving the copies shall serve them by:

(i) Handing them to the defendant; or

(ii) Serving them at the defendant's dwelling unit to a person of suitable age and discretion then residing therein; or

(iii) If none be found, by posting them conspicuously on the door to defendant's dwelling unit.

(2) The deputy sheriff or constable serving the summons and complaint shall make proof of service on the original summons and shall file it with the clerk of the appropriate court at or before the time of the hearing. The proof of service shall show the manner and the day, hour, and place of service, and shall show that the defendant was served no less than five (5) days before the hearing.

(b) In all actions pursuant to this chapter other than for nonpayment of rent, the procedure shall be as follows:

(1) The summons for eviction actions pursuant to §§ 34-18-36 and 34-18-38 shall be in the form provided in § 34-18-56(h). A blank answer, in the form provided in § 34-18-56(j) shall be served together with this summons.

(2) The summons in all other actions pursuant to this chapter shall be in the form provided in § 34-18-56(i). Service shall be made pursuant to Rule 4 of the district court civil rules, or other appropriate rule of court.

(c) If a landlord or tenant is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, he or she may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and filed with the secretary of state. If no designation is made and filed or if the process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but service upon the secretary of state is not effective unless the plaintiff or petitioner forthwith mails a copy of the process and pleading by registered or certified mail to the defendant or respondent at his or her last reasonably ascertainable address. An affidavit of compliance with this subsection shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows.

(d) If at time of hearing it appears that the clerk failed to provide mail service as required by subsection (a), or that the mailed service was undeliverable, service shall nevertheless be deemed complete if proof of service reflects that service was accomplished in accordance with subsection (a) (1)(i) or (ii) of this section. If mailed service was defective and the tenant was prejudiced by shorter notice of the hearing, the tenant may seek the benefits of § 34-18-35(d) for late filing of discovery, if justice requires.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1989, ch. 381, § 1; P.L. 2012, ch. 324, § 65.)

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SECTION 34-18-11

§ 34-18-11. Definitions.

Subject to additional definitions contained in subsequent sections of this chapter which apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

- (1) "Abandonment" means the tenant has vacated the premises without notice to the landlord and has no intention of returning, as evidenced by nonpayment of rent for more than fifteen (15) days and removal of substantially all possessions from the premises;
- (2) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (3) "Building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises of dwelling unit;
- (4) "Dwelling unit" means a structure or part of a structure that is designed or intended to be used as a home, residence, or sleeping place by one or more persons;
- (5) "Fair rental value" means rent which is of comparable value with that of other rental properties of similar size and condition within the contiguous neighborhood;
- (6) "Good faith" means honesty in fact in the conduct of the transaction concerned;
- (7) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by § 34-18-20;
- (8) "Ordinary wear and tear" means deterioration of the premises which is the result of the tenant's normal nonabusive living and includes, but is not limited to, deterioration caused by the landlord's failure to prepare for expected conditions or by the landlord's failure to comply with his or her obligations;
- (9) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership of association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity;
- (10) "Owner" shall mean any person who, alone or jointly or severally with others:

- (i) Has legal title or tax title (pursuant to §§ 44-9-40 – 44-9-46, inclusive, of the general laws) to any dwelling, dwelling unit or structure with or without accompanying actual possession thereof; or
- (ii) Has charge, care, or control of any dwelling, dwelling unit or structure as owner or agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner. Any person representing the actual owner in this way shall be bound to comply with the provisions of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he or she were the owner.
- (11) "Person" includes an individual or organization;
- (12) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally, or the use of which is promised to the tenant;
- (13) "Rent" means the payment or consideration that a tenant pays to a landlord for the use of the premises, whether money, services, property, or produce of the land;
- (14) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises, and also includes any terms required by law;
- (15) "Roomer" means a tenant occupying a dwelling unit which consists of any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes;
- (16) "Security deposit" means a sum of money given by a tenant to a landlord at the outset of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant's dwelling unit during said tenancy;
- (17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;
- (18) "Transitional housing facility" means a facility which, for a period not to exceed two (2) years, provides its residents with appropriate social services for the purpose of fostering independence, self sufficiency, and eventual transition to a permanent living arrangement;
- (19) "Willful" means that the act was performed intentionally, knowingly and purposely, not accidentally or inadvertently and without justifiable excuse.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1992, ch. 87, § 1.)

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SECTION 34-18-14

§ 34-18-12. Obligation of good faith.

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-15

§ 34-18-13. Unconscionability.

(a) If the court, as a matter of law, finds:

(1) A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result;
or

(2) A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable when made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provisions, or limit the application of any unconscionable provision to avoid an unconscionable result.

(b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-16

§ 34-18-14. Notice.

(a)(1) A person has notice of a fact if:

(i) He or she has actual knowledge of it;

(ii) He or she has received a notice or notification of it; or

(iii) From all the facts and circumstances known to him or her at the time in question he or she has reason to know that it exists.

(2) A person "knows" or "has knowledge" of a fact if he or she has actual knowledge of it.

(b) A person "notifies" or "gives" a notice or notification to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when:

(1) It comes to his or her attention; or

(2) It is delivered in hand or sent by first class mail to him or her at a place held out by him or her as the place for receipt of the communication, or in the absence of such designation, to his or her last known place of residence.

(c) "Notice," knowledge or a notice or notification received by an organization, is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction, and in any event from the time it would have been brought to his or her attention if the organization had exercised reasonable diligence.

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-17

§ 34-18-15. Terms and conditions of rental agreement.

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

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

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

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

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

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

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

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

(iii) The lessee delivers to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee), written notice of the termination, and a copy of the servicemember's military orders.

(2) *Effective date of lease termination.* In the event that a lease provides for monthly payment of rent, termination of the lease under this section is effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered.

(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.

(4) The lessee shall be responsible for rent amounts of the lease that are unpaid for the period preceding the effective date of the lease termination on a prorated basis. The lessor may not impose an early termination charge, but any taxes, summonses, or other obligations and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear, that are due and unpaid at the time of termination of the lease, shall be paid by the lessee.

(5) *Rent paid in advance.* Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within thirty (30) days of the effective date of the termination of the lease.

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

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1993, ch. 291, § 1; P.L. 2013, ch. 191, § 2; P.L. 2013, ch. 237, § 2.)

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SECTION 34-18-19

§ 34-18-16. Effect of unsigned or undelivered rental agreement.

- (a) If the landlord does not sign and deliver a written rental agreement signed and delivered to him or her by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.
- (b) If the tenant does not sign and deliver a written rental agreement signed and delivered to him or her by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.
- (c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-20

§ 34-18-17. Prohibited provisions in rental agreements.

(a) A rental agreement may not provide that the tenant:

- (1) Agrees to waive or forego rights or remedies under this chapter;
- (2) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) Agrees to pay the landlord's attorney's fees inconsistent with this chapter; or
- (4) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected with the liability.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known to be prohibited, the tenant may recover, in addition to his or her actual damages, an amount up to three (3) months periodic rent and reasonable attorney's fees.

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-21

§ 34-18-18. Receipt of rent free of maintenance obligations forbidden.

A rental agreement, assignment, conveyance, trust deed, or security instrument may not permit the receipt of rent free of the obligation to comply with § 34-18-22(a).

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-22

§ 34-18-19. Security deposits.

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one month's periodic rent.

(b) Upon termination of the tenancy, the amount of security deposit due to the tenant shall be the entire amount given by the tenant as a security deposit, minus any amount of unpaid accrued rent, the amount due, if any, for reasonable cleaning expenses, the amount due, if any, for reasonable trash disposal expenses and the amount of physical damages to the premises, other than ordinary wear and tear, which the landlord has suffered by reason of the tenant's noncompliance with § 34-18-24, all as itemized by the landlord in a written notice delivered to the tenant. The landlord shall deliver the notice, together with the amount of the security deposit due to the tenant, within twenty (20) days after the later of either termination of the tenancy, delivery of possession, or the tenant's providing the landlord with a forwarding address for the purpose of receiving the security deposit.

(c) If the landlord fails to comply with subsection (b), the tenant may recover the amount due him or her, together with damages in an amount equal to twice the amount wrongfully withheld, and reasonable attorney fees.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under this chapter.

(e) In the event the landlord transfers his or her interest in the premises, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

(f) No rental agreement shall contain any waiver of the provisions of this section.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2015, ch. 125, § 1; P.L. 2015, ch. 134, § 1.)

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SECTION 34-18-23

§ 34-18-20. Disclosure.

(a) A landlord or any person authorized to enter into a rental agreement on his or her behalf shall disclose to the tenant in writing, at or before the commencement of the tenancy, the name, address and number of:

(1) The person authorized to manage the premises; and

(2) An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current. This section extends to and is enforceable against any successor landlord, owner, or manager.

(c) A person who fails to comply with subsection (a) of this section becomes an agent of each person who is a landlord for:

(1) Service of process and receiving and receipting for notices and demands; and

(2) Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose of all rent collected from the premises.

(d) A landlord who becomes delinquent on a mortgage securing real estate upon which the dwelling unit is located for a period of one hundred twenty (120) days shall notify the tenant that the property may be subject to foreclosure; and until the foreclosure occurs the tenant must continue to pay rent to the landlord as provided under the rental agreement.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2014, ch. 486, § 1; P.L. 2014, ch. 513, § 1.)

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SECTION 34-18-24

§ 34-18-21. Landlord to deliver possession of dwelling unit.

At the commencement of the term a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and § 34-18-22. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in § 34-18-38(c).

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-22.25

§ 34-18-22.1. Landlord's duty to notify tenant of violation.

(a) A landlord, when cited by a state or local minimum housing code enforcement agency for a housing code violation, shall, within thirty (30) days of receipt of the notice, deliver a copy of the notice of violation to each residential tenant of the building affected by said violation, unless within said thirty (30) day period the landlord has corrected all violations set forth in the notice of violation to the satisfaction of the state or local minimum housing code enforcement agency which issued the notice of violation.

(b) A landlord, prior to entering into any residential rental agreement, shall inform a prospective tenant of any outstanding minimum housing code violations which exist on the building that is the subject of the rental agreement.

History of Section.
(P.L. 1988, ch. 596, § 1.)

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SECTION 34-18-22.26

§ 34-18-22.2. Landlord's duty regarding compliance with zoning and minimum housing laws.

Whenever any landlord, either by his or her own labor or through the use of others acting on his or her behalf, undertakes physical alterations to an existing building which alterations create a residential apartment or apartments, and the landlord knew or should have known that the alterations would result in the construction of an apartment or apartments which violate the applicable state and/or local zoning laws and/or state or local minimum housing codes, the landlord shall be responsible to pay the moving costs of any tenants required to move from any of the apartments because of the nonconformity of the apartments with the law; provided, however, that the landlord will be required to pay such moving costs only to a place within the same city or town where the property in violation of the law is located.

History of Section.
(P.L. 1993, ch. 410, § 1.)

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SECTION 34-18-22.3

§ 34-18-22.3. Nonresident landlord to designate agent for service of process.

A landlord who is not a resident of this state shall designate and continuously maintain an agent upon whom service may be made of any process, notice, or demand required or permitted by law to be served, including but not limited to notices of minimum housing code violations. The agent shall be a resident of this state or a corporation authorized to do business in this state. The landlord's designation shall be in writing, shall include the name and address of the agent, shall include the street address of each property designated to said agent, and shall be filed with the secretary of state and with the clerk of the city or town wherein the dwelling unit is located. If a landlord fails to comply with the requirements of this section, rent for the dwelling unit abates until designation of an agent is made and the landlord shall be subject to a fine of up to five hundred (\$500) dollars per violation, payable to the municipality.

History of Section.

(P.L. 1996, ch. 336, § 1; P.L. 1998, ch. 444, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-22

§ 34-18-22. Landlord to maintain premises.

(a) A landlord shall:

(1) Comply with the requirements of applicable building and housing codes affecting health and safety;

(2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(3) Keep all common areas of the premises in a clean and safe condition;

(4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her;

(5) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit as required by § 45-24.3-6, or applicable local codes if more restrictive, and arrange for their removal; and

(6) Supply running water and reasonable amounts of hot water at all times as required by § 45-24.3-7, or applicable local codes if more restrictive, and reasonable heat as required by § 45-24.3-9, or applicable local codes if more restrictive, between October 1 and May 1, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

(b) If the duty imposed by subsection (a)(1) of this section is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty shall be determined by reference to subsection (a)(1) of this section.

(c) The landlord and tenant of a dwelling unit may agree in writing that the tenant perform specified repairs, maintenance tasks, alterations and remodeling but only if:

(1) The agreement of the parties is entered into in good faith and set forth in a writing signed by the parties and supported by adequate consideration;

(2) The work is not necessary to cure noncompliance with subsection (a)(1) of this section; and

(3) The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-30

§ 34-18-23. Limitation of liability upon sale or change of management.

(a)(1) A landlord who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the conveyance. In no event may the relief from liability predate the conveyance itself.

(2) Written notice, for purposes of this section, must include the name(s), address, and telephone number of the person or persons purchasing the property and assuming liability. To be effective, the written notice must also certify compliance with § 45-24.3-17 that prohibits sale or lease of property until any outstanding housing code violations have been corrected or the seller or lessor has provided to the buyer or lessee, as well as to the enforcing officer, all notices regarding violations as required by the statute.

(b) A manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his or her management. The written notice must include the name(s), address, and telephone number of the person or persons assuming management and/or the person or persons within the state exercising ownership or responsibility over the property.

(c) Nothing in this section shall be construed to affect the tenant's rights and duties under an existing rental agreement, and the purchaser of property or any immediate successor in interest to a mortgagor, other than a third-party, bona fide purchaser, of a premises containing four (4) or fewer dwelling units takes title subject to the same rights and responsibilities toward the tenant that the seller or mortgagor had.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2014, ch. 486, § 1; P.L. 2014, ch. 513, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-31

§ 34-18-24. Tenant to maintain dwelling unit.

A tenant shall:

(1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(2) Keep that part of the premises that he or she occupies and uses as clean and safe as the condition of the premises permit;

(3) Dispose from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;

(6) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;

(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful enjoyment of the premises;

(8) Refrain from using any part of the premises in a manner such as would constitute the maintaining of a narcotics nuisance under the provisions of § 21-28-4.06;

(9) Refrain from using any part of the premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance or from possessing on the premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in schedule I or schedule II of chapter 28 of title 21; and

(10) Refrain from any crime of violence on the premises or on any public property adjacent to said premises. A "crime of violence" means and includes any of the following crimes or an attempt to commit any of the following crimes; murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, and a

felony assault with intent to commit any offense.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-33

§ 34-18-25. Rules and regulations.

(a) A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:

(1) Its purpose is to promote the convenience, safety, or welfare of the tenants on the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

(2) It is reasonably related to the purpose of which it is adopted;

(3) It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what he or she must or must not do to comply;

(4) It applies to all tenants in the premises in a fair manner;

(5) It is not for the purpose of evading the obligations of the landlord; and

(6) The tenant has notice of it at the time he or she enters into the rental agreement, or when it is adopted.

(b) If a rule or regulation is adopted after the tenant enters into the rental agreement that works a substantial modification of his or her bargain, it is not valid unless the tenant consents to it in writing.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-34

§ 34-18-26. Access.

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency, or, during any absence of the tenant in excess of seven (7) days, if reasonably necessary for the protection of the property.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his or her intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) Pursuant to court order;

(2) As permitted by § 34-18-39; or

(3) Unless the tenant has abandoned or surrendered the premises.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-35

§ 34-18-27. Tenant to use and occupy.

Unless otherwise agreed, a tenant shall occupy his or her dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of ten (10) days no later than the first day of the extended absence.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-36

§ 34-18-28. Noncompliance by the landlord in general.

(a) Except as provided by this chapter, if there is a noncompliance by the landlord with the rental agreement or a noncompliance with § 34-18-22 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in twenty (20) days, and the rental agreement shall terminate as provided in the notice subject to the following:

(1) If the breach is remediable by repairs, the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach.

(2) If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the tenant may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.

(3) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with his or her consent.

(b) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for noncompliance by the landlord with the rental agreement or § 34-18-22. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees.

(c) The remedy provided in subsection (b) of this section is in addition to any right of the tenant arising under subsection (a).

(d) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant under § 34-18-19 and all prepaid rent.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-37

§ 34-18-29. Failure to deliver possession.

(a) If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in § 34-18-21, rent abates until possession is delivered and the tenant may:

(1) Terminate the rental agreement upon at least five (5) days' written notice to the landlord, and, upon termination, the landlord shall return all prepaid rent and security; or

(2) Demand performance of the rental agreement by the landlord and, if the tenant elects, bring action for possession of the dwelling unit against the landlord.

(b) If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than three (3) months' periodic rent or threefold the actual damages sustained, whichever is greater, and reasonable attorney's fees.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-38

§ 34-18-30. Self-help for limited repairs.

(a) If the landlord fails to comply with subsection of § 34-18-22(a)(1), (2), (4), (5), or (6), and the reasonable cost of compliance is less than one hundred twenty-five dollars (\$125), the tenant may cause repairs to be done in a skilled manner, in compliance with applicable state and local codes, and deduct from his or her rent the actual and reasonable cost or the fair and reasonable value of the repairs if:

(1) The tenant notifies the landlord of his or her intention to correct the condition at the landlord's expense; and

(2) The landlord fails to comply within twenty (20) days, or fails to demonstrate ongoing, good faith efforts to comply, after being notified by the tenant in writing; or, in the case of emergency, the landlord either cannot be reached by the tenant, or the landlord fails to comply as promptly as conditions require; and

(3) The tenant submits an itemized statement to the landlord of the cost or the fair and reasonable value of the repairs made.

(b) A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with his or her consent.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-39

§ 34-18-31. Wrongful failure to supply heat, water, hot water, or essential services.

(a) If, contrary to the rental agreement or § 34-18-22, the landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential service, the tenant may give reasonable notice to the landlord specifying the breach and may:

(1) Take reasonable and appropriate measures to secure reasonable amounts of heat, running water, hot water, electric, gas, and other essential service during the period of the landlord's noncompliance and deduct their actual and reasonable costs from the periodic rent; or

(2) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or

(3) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(b) In addition to the remedy provided in subsection (a)(3) of this section, the tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent, and in any case under subsection (a) of this section, may recover reasonable attorney's fees.

(c) If the tenant proceeds under this section, he or she may not proceed under § 34-18-28 or § 34-18-30 as to that breach.

(d) Rights of the tenant under this section do not arise until he or she has given notice to the landlord, nor does this section apply if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with his or her consent.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-40

§ 34-18-32. Landlord's noncompliance as defense to action for possession or rent.

(a) In an action for possession based upon nonpayment of rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount he or she may recover under the rental agreement or this chapter. In that event, the court, from time to time, may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is frivolous or without any basis in fact, the landlord may recover reasonable attorney's fees.

(b) In an action for rent when the tenant is not in possession, he or she may counterclaim as provided in subsection (a) of this section, but is not required to pay any rent into court.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-41

§ 34-18-33. Fire or casualty damage.

(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

(1) Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his or her intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenants' liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated the landlord shall return all security recoverable under § 34-18-19 and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(c) This section shall not be construed to limit the right of the landlord to recover in an action in tort damages resulting from a fire or other casualty damage caused either negligently or deliberately by the tenant.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-42

§ 34-18-34. Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service.

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent or threefold the actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return all security recoverable under § 34-18-19 and all prepaid rent.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-43

§ 34-18-35. Eviction for nonpayment of rent.

(a) If any part of the stipulated rent is due and in arrears for fifteen (15) days, the landlord shall send a written notice, in a form substantially similar to that provided in § 34-18-56(a), specifying the amount of the rent which is fifteen (15) days in arrears, making demand for the rent, and notifying the tenant that unless he or she cures the breach within five (5) days of the date of mailing of the notice, the rental agreement shall terminate, and the landlord shall commence an eviction action in the appropriate district court or housing court.

(b) If the tenant fails to cure his or her breach by paying the stipulated rent in arrears within five (5) days of the date of mailing of the notice, the landlord may commence an eviction action against the tenant, which shall be filed no earlier than the sixth (6th) day after mailing of the written demand notice. The action shall be commenced by filing a "Complaint for Eviction for Nonpayment of Rent" in the appropriate court in the form provided in § 34-18-56(d).

(c) The summons for eviction for nonpayment of rent shall specify the date for hearing and be in the form provided in § 34-18-56(g). The summons shall specify that the defendant may file and serve his or her answer prior to or at the time of hearing, and that if he or she fails to answer or appear at the hearing, he or she shall be defaulted.

(d) If the defendant files his or her answer and commences discovery prior to the hearing, and it appears, for good cause shown, that the defendant will not be able to conduct his or her defense without the benefit of discovery, the court may continue the hearing to allow a reasonable time for the completion of discovery. In the case of such a continuance, the court may, in its discretion, order interim rent, or other remedy, to be paid to preserve the status quo pending hearing. Except as provided in this chapter, the landlord may recover possession and actual damages. In cases where the tenant had received a demand notice pursuant to subsection (a) within the six (6) months immediately preceding the filing of the action, and the tenant's nonpayment was willful, the landlord may also recover a reasonable attorney's fee.

(e) The tenant shall have the right to cure his or her failure to pay rent by tendering the full amount of rent prior to commencement of suit. If the tenant has not received a notice pursuant to subsection (a) of this section within the six (6) months immediately preceding the filing of the action, the tenant shall have the right to cure his or her failure to pay rent after commencement of suit by tendering the full amount of rent in arrears, together with court costs, at the time of hearing.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-36

§ 34-18-36. Eviction for noncompliance with rental agreement.

(a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with § 34-18-24 materially affecting health and safety, the landlord shall deliver a written demand notice to the tenant, in a form substantially similar to that provided in § 34-18-56(b), specifying:

(1) The acts and/or omissions constituting the breach of the rental agreement or of § 34-18-24;

(2) The acts, repairs, or payment of damages, which are necessary to remedy the breach; and

(3) That unless the breach is remedied within twenty (20) days of mailing of the notice the rental agreement shall terminate upon a specified date, which shall not be less than twenty-one (21) days after the mailing of the notice.

(b) Unless it is a violation of § 34-18-24(8), (9), or (10), if the tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If the breach is not remedied, the landlord may commence an eviction action, which shall be filed no earlier than the first day following the termination date specified in the written demand notice. The action shall be initiated by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent" in the appropriate court according to the form in § 34-18-56(e).

(c) The summons shall be in the form provided in § 34-18-56(h) and shall specify that the tenant has twenty (20) days from the date of service in which to file his or her answer to the complaint, and that if he or she fails to file his or her answer within that time, he or she will be defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of the appropriate court.

(d) Except as provided in this chapter, the landlord may recover possession, actual damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or § 34-18-24. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

(e) If substantially the same act or omission which constituted a prior noncompliance, of which good faith notice was given, recurs within six (6) months, the landlord may terminate the rental agreement upon at least twenty (20) days' written notice, specifying the breach and the date of termination of the rental agreement. No allowance of time to remedy noncompliance shall be required.

(f) If the tenant has violated § 34-18-24(8), (9), or (10), or if the tenant (i) is a seasonal tenant occupying the premises pursuant to a written lease agreement which commences no earlier than May 1st of the occupation year and expires no later than October 15th of the occupation year, or commences no earlier than September 1st and expires no later than June 1st of the next subsequent year, with no right of renewal or extension beyond the above dates; and (ii) has been charged with violating a municipal ordinance or has otherwise violated the terms of the rental agreement pertaining to legal occupancy or excessive noise or other disturbance of the peace, the landlord shall not be required to send a notice of noncompliance to the tenant and may immediately file a complaint for eviction in a form substantially similar to that provided in § 34-18-56(e) and seek the relief set forth in subsection (d).

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 84, § 25; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1; P.L. 1996, ch. 358, § 1; P.L. 2005, ch. 384, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-37

§ 34-18-37. Termination of periodic tenancy.

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least ten (10) days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy or any periodic tenancy for more than a month or less than a year by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least thirty (30) days before the date specified in the notice.

(c) The landlord or tenant may terminate a year-to-year tenancy by written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least three (3) months prior to the expiration of the occupation year.

History of Section.

(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-38.1

§ 34-18-38.1. Definitions for purpose of the eviction of tenants in residential foreclosed properties.

As used in § 34-18-38.2, the following words shall, unless the context clearly requires otherwise, have the following meanings:

(1) "Bona fide lease" or "bona fide tenancy" means a lease or tenancy shall not be considered bona fide unless:

(i) The mortgagor, or the child, spouse, or parent of the mortgagor under the contract, is not the tenant; and

(ii) The lease or tenancy was the result of an arms-length transaction; and

(iii) The lease or tenancy requires the receipt of rent that is not substantially less than fair-market rent for the property, or the dwelling unit's rent is reduced or subsidized due to a federal, state, or local subsidy.

(2) "Entity" means a business organization, or any other kind of organization including, without limitation, a corporation, partnership, trust, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, or any other category of organization, and any employee, agent, servant, or other representative of such entity.

(3) "Eviction" means an action, without limitation, by a foreclosing owner of a housing accommodation that is intended to actually or constructively evict a tenant or otherwise compel a tenant to vacate such housing accommodation.

(4) "Foreclosing owner" means an entity that holds title in any capacity, directly or indirectly, without limitation, whether in its own name, as trustee or as beneficiary, to a housing accommodation that has been foreclosed upon and either:

(i) Held or owned a mortgage or other security interest in the housing accommodation at any point prior to the foreclosure of the housing accommodation or is the subsidiary, parent, trustee, or agent thereof; or

(ii) Is an institutional mortgagee that acquires or holds title to the housing accommodation within three (3) years of the filing of a foreclosure deed on the housing accommodation; or

(iii) Is the federal national mortgage association or the federal home loan mortgage corporation.

(5) "Foreclosure" means an action to terminate a mortgagor's interest in property by sale of property pursuant to a power of sale in a mortgage, as described in § 34-11-22; or conveyance of the property by the mortgagor in lieu of foreclosure; or an action filed in court pursuant to § 34-27-1.

(6) "Housing accommodation" means a building or structure containing four (4) or fewer dwelling units, or part thereof of land appurtenant thereto, and any other real or personal property used, rented, or offered for rent for living or dwelling purposes, together with all services connected with the use or occupancy of such property.

(7) "HUD" means the United States Department of Housing and Urban Development and any successor to such department.

(8) "Institutional mortgagee" means an entity, or an entity that is the subsidiary, parent, trustee to such entity, that holds or owns mortgages or other security interests in three (3) or more housing accommodations or that acts as a mortgage servicer of three (3) or more mortgages of housing accommodations.

(9) "Just cause" means one of the following:

(i) The tenant has failed to pay rent in effect prior to the foreclosure, as long as the foreclosing owner notified the tenant in writing of the amount of rent that was to be paid and to whom it was to be paid;

(ii) The tenant has materially violated either an express or legally required obligation or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation within thirty (30) days after having received written notice thereof from the foreclosing owner;

(iii) The tenant is committing a nuisance in the unit; is permitting a nuisance to exist in the unit; is causing substantial damage to the unit; or is creating a substantial interference with the quiet enjoyment of other occupants;

(iv) The tenant is using, or permitting the unit to be used, for any illegal purpose;

(v) The tenant, who had a written bona fide lease or other rental agreement that terminated, on or after July 1, 2014, has refused, after written request or demand by the foreclosing owner, to execute a written extension or renewal thereof for a further term of like duration and in such terms that are not inconsistent with this chapter;

(vi) The tenant has refused the foreclosing owner reasonable access to the unit for the purpose of making necessary repairs or improvement required by the laws of the United States, the state of Rhode Island or any subdivision thereof, or for the purpose of inspection as permitted or required by agreement or by law, or for the purpose of showing the unit to a prospective purchaser or mortgagee;

(vii) The foreclosing owner: (A) Seeks to permanently board up or demolish the premises because the premises has been cited by a state or local minimum housing code enforcement agency for substantial violations affecting the health and safety of tenants and it is economically not feasible for the foreclosing owner to eliminate the violations; or (B) Seeks to comply with a state or local minimum housing code enforcement agency that has cited the premises for substantial violations affecting the health and safety of tenants and it is not feasible to so comply without removing the tenant; or (C)

Seeks to correct an illegal occupancy because the premises has been cited by a state or local minimum housing code enforcement agency or zoning official and it is not feasible to correct such illegal occupancy without removing the tenant; and provided further that nothing in this section shall limit the rights of a third-party owner to evict a tenant at the expiration of an existing lease.

(10) "Mortgagee" means an entity to whom property is mortgaged, the mortgage creditor or lender including, but not limited to, mortgage services, lenders in a mortgage agreement and any agent, servant, or employee of the mortgagee, or any successor in interest or assignee of the mortgagee's rights, interests, or obligations under the mortgage agreement.

(11) "Mortgage servicer" means an entity that administers, or at any point administered, the mortgage; provided, however, that such administration shall include, but not be limited to, calculating principal and interest, collecting payments from the mortgager, acting as escrow agent, or foreclosing in the event of a default.

(12) "Tenant" means a person or group of persons, who at the time of foreclosure, is entitled to occupy a housing accommodation pursuant to a bona fide lease or tenancy. A person who moves into the housing accommodation owned by the foreclosing owner, subsequent to the foreclosure sale, without the express written permission of the foreclosing owner, shall not be considered a tenant under this section.

(13) "Unit" or "residential unit" means the room, or group of rooms, within a housing accommodation that is used, or intended for use, as a residence by one household.

History of Section.

(P.L. 2014, ch. 486, § 2; P.L. 2014, ch. 513, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-38.2

§ 34-18-38.2. Just cause needed for eviction of foreclosed residential property tenants.

(a) Notwithstanding any provision of the general or public laws to the contrary, a foreclosing owner shall not evict a tenant except for just cause, or unless a binding purchase-and-sale agreement has been executed for a bona fide third party to purchase the housing accommodation from a foreclosing owner, and the foreclosing owner has disclosed to the third-party purchaser that said purchaser may be responsible for evicting the current occupants of the housing accommodation after the sale occurs; or with respect to a housing accommodation in a housing accommodation insured by the Federal Housing Administration, unless HUD denies a request by any tenant for an occupied conveyance or if a tenant does not submit to HUD a request for continued occupancy before the deadline set forth in a notice to occupants of pending acquisition delivered to the tenant by the foreclosing owner.

(b) Within thirty (30) days of the foreclosure, the foreclosing owner shall post in a prominent location in the building in which the rental housing unit is located, a written notice stating:

(1) The names, addresses, telephone numbers, and telephone contact information of the foreclosing owner, the building manager, or other representative of the foreclosing owner responsible for the management of such building;

(2) The address to which rent charges shall be sent;

(3) That in order to remain on the premises as a tenant of the foreclosing owner, the household must submit, within thirty (30) days, a completed form to be provided with said written notice to the same address where rent charges shall be sent, said form to be substantially similar to the request for continued occupancy form used by HUD and shall contain an authorization to conduct a credit check of the person or persons submitting the form. This requirement shall be satisfied if the foreclosing owner or someone acting on his/her behalf has:

(i) Posted the notice in a prominent location in the building;

(ii) Mailed the notice by first-class mail to each unit; and

(iii) Slid the notice under the door of each unit in the building a document stating the names, addresses, and telephone contact information of the foreclosing owner, the building manager or other representative of the foreclosing owner responsible for the management of such building, and stating the address to which rent and use and occupancy charges shall be sent.

(c) A foreclosing owner shall not evict a tenant except for actions that constitute just cause, and:

(1) A foreclosing owner shall not evict a tenant for the following actions that constitute just cause until thirty (30) days after the notice required by subsection (b) of this section is posted, mailed, and delivered:

(i) The tenant has failed to pay the rent in effect prior to the foreclosure as long as the foreclosing owner notified the tenant in writing of the amount of rent that was to be paid and to whom it was to be paid;

(ii) The tenant has materially violated an obligation or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon proper notice;

(iii) The tenant, who had a written bona fide lease or other rental agreement that terminated, on or after July 1, 2014, has refused, after written request or demand by the foreclosing owner, to execute a written extension or renewal thereof for a further term of like duration and in such terms that are not inconsistent with this section; and

(iv) The foreclosing owner: (A) Seeks to permanently board up or demolish the premises because the premises has been cited by a state or local minimum housing code enforcement agency for substantial violations affecting the health and safety of tenants and it is not economically feasible for the foreclosing owner to eliminate the violations; or (B) Seeks to comply with a state or local minimum housing code enforcement agency that has cited the premises for substantial violations affecting the health and safety of tenants and it is not feasible to so comply without removing the tenant; or (C) Seeks to correct an illegal occupancy because the premises has been cited by a state or local minimum housing code enforcement agency or zoning officials and it is not feasible to correct such illegal occupancy without evicting the tenant.

(2) A foreclosing owner shall not evict a tenant for the following actions that constitute just cause until the notice required by subsection (b) is posted and delivered:

(i) The tenant is committing a nuisance in the unit; is permitting a nuisance to exist in the unit; is causing substantial damage to the unit; or is creating a substantial interference with the quiet enjoyment of other occupants;

(ii) The tenant is using or permitting the unit to be used for any illegal purpose; and

(iii) The tenant has refused the foreclosing owner reasonable access to the unit for the purpose of making necessary repairs or improvements required by the laws of the United States, the state of Rhode Island or any subdivision thereof, or for the purpose of showing the unit to a prospective purchaser or mortgagee.

(d) The following procedures shall be followed for the eviction of a tenant pursuant to subsection (c) of this section:

(1) For evictions brought pursuant to subsection (c)(1)(i), the foreclosing owner shall follow § 34-18-35;

(2) For evictions brought pursuant to subsection (c)(1)(ii), or subsection (c)(2) the foreclosing owner shall follow § 34-18-36;

(3) For evictions brought pursuant to subsection (c)(1)(iii) or (c)(1)(iv); or for evictions brought where a binding purchase-and-sale agreement has been executed for a bona fide third party to purchase the housing accommodation from a foreclosing owner; or for evictions brought with respect to housing accommodations located in a premises insured by the federal housing administration as provided in subsection (a); or for an eviction brought against a tenant who fails to return the form requesting continued occupancy pursuant to subsection (b); the foreclosing owner shall follow the procedures for terminating a month-to-month tenancy set forth in § 34-18-37, provided that any obligations of the foreclosing owner arising under the federal Protecting Tenants at Foreclosure Act of 2009, as such act is amended and extended from time to time, shall first have been satisfied; and provided, further, that in any eviction brought against a tenant pursuant to subsection (c), the tenant may raise an affirmative defense that the form was not posted or served upon the tenant as required by subsection (b).

(e) A foreclosing owner may evict any person other than a tenant by following the procedures for terminating a month-to-month tenancy set forth in § 34-18-37.

(f) If a foreclosing owner disagrees with the amount of rent paid by the tenant to the foreclosing owner, the foreclosing owner may bring a claim in district court to claim that the rental charge is unreasonable and set a new rental rate. A bona fide lease or bona fide tenancy between the foreclosed-upon owner and the lessee, or proof of rental payment to the foreclosed-upon owner, shall be presumed to be a reasonable rental rate.

(g) Nothing herein shall be deemed to limit the right of any tenant to knowingly waive the provisions of this section for consideration acceptable to such tenant.

(h) Notwithstanding any other provisions of this section, a foreclosing owner shall be exempt from the requirement of this section if:

(1) The foreclosing owner is headquartered in Rhode Island and maintains a physical office or offices in Rhode Island from which office or offices it carries out full-service mortgage operations, including the acceptance and processing of mortgage payments and the provision of local customer service and loss mitigation, and where Rhode Island staff have the authority to approve loan restructuring and other loss mitigation strategies; or

(2) The foreclosing owner conducted fewer than fifteen (15) foreclosures in Rhode Island during the prior calendar year, excluding any conveyances of property by a deed in lieu of foreclosure.

History of Section.

(P.L. 2014, ch. 486, § 2; P.L. 2014, ch. 513, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-54

§ 34-18-38. Eviction for unlawfully holding over after termination or expiration of tenancy.

(a) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or after the termination of a periodic tenancy, the landlord may commence an eviction action, which may be filed no earlier than the first day following the expiration or termination of the tenancy. The action shall be commenced by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent," which shall be filed in the appropriate court according to the form provided in § 34-18-56(e).

(b) The summons shall be in the form provided in § 34-18-56(h) and shall specify that the tenant has twenty (20) days from the date of service in which to file his or her answer to the complaint, and that if he or she fails to file his or her answer within that time, he or she will be defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of the appropriate court.

(c) If the tenant's holdover is willful and not in good faith, the landlord may also recover, in addition to possession, an amount not more than three (3) months' periodic rent or threefold the actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's occupancy, the parties may agree to a definite term. If no term is specified, the term shall be week-to-week if the tenant pays on a week-to-week basis, and in all other cases, month-to-month.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-55

§ 34-18-39. Failure to maintain.

If there is noncompliance by tenant with § 34-18-24 materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within twenty (20) days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a skilled manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the rental agreement has terminated, for immediate payment.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-56

§ 34-18-40. Remedies for abandonment.

If the tenant abandons the dwelling unit, the landlord shall send a certified letter, return receipt requested, to the tenant's last known address giving notice that unless a reply is received from the tenant within seven (7) days, the landlord shall re-rent the premises. If the notice is returned as undeliverable, or the tenant fails to contact the landlord within seven (7) days, the landlord shall make reasonable efforts to rent the premises at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the tenancy terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at fair rental, or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-57

§ 34-18-41. Waiver of landlord's right to terminate.

Acceptance of rent with knowledge of a default by the tenant or acceptance of performance by him or her that varies from the terms of the rental agreement constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless the landlord gives written notice within ten (10) days. However, acceptance of partial payment of rent shall not constitute a waiver of the balance due. Acceptance does not waive the landlord's right to seek remedies for the default.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1997, ch. 95, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-58

§ 34-18-42. Landlord liens – Distraint for rent abolished.

(a) A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter, except as provided in § 34-18-50.

(b) Distraint for rent is abolished.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-59

§ 34-18-43. Remedy after termination.

If the rental agreement is terminated, the landlord has a claim for possession, for a sum for reasonable use and occupation subsequent to the termination, and for actual damages for breach of the rental agreement and reasonable attorney's fees.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-60

§ 34-18-44. Self-help recovery of possession prohibited.

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-61

§ 34-18-45. Landlord and tenant remedies for abuse of access.

(a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement.

(b) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement.

(c) In any action under subsection (a) or (b) the prevailing party may recover actual damages and shall be awarded costs and reasonable attorney's fees.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-62

§ 34-18-46. Retaliatory conduct prohibited.

(a) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession because:

(1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or

(2) The tenant has complained to the landlord of a violation under § 34-18-22; or

(3) The tenant has organized or become a member of a tenants' union or similar organization; or

(4) The tenant has availed himself or herself of any other lawful rights and remedies.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in § 34-18-34 and has a defense in any retaliatory action against him or her for possession. In an action by or against the tenant, evidence of a complaint within six (6) months before the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of a proposed rental increase or diminution of services. "Presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

(c) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:

(1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of his or her family, or other person on the premises with his or her consent; or

(2) The tenant is in default in rent; or

(3) Compliance with the applicable building or housing code or other public action such as eminent domain, requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit, and the relocation requirements have been met by the municipality.

(d) The maintenance of an action under subsection (c) of this section does not release the landlord from liability under § 34-18-28(b).

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-64

§ 34-18-47. Appeals.

Appeals of actions brought under this chapter shall be pursuant to § 9-12-10.1.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-65

§ 34-18-48. Execution.

If no appeal is claimed, and if the judgment has not been satisfied, execution shall be issued on the sixth (6th) day following judgment. Executions shall be issued to the division of sheriffs or certified constable. Every execution issued by any district court pursuant to this chapter shall continue in full force and effect for one year after the date thereof and be returnable to the district court that issued it in accordance with the provisions of § 9-25-21. All costs, including reasonable moving costs, incurred by the division of sheriffs or certified constable in carrying out the mandates of the execution may be added to the execution by the clerk upon approval of the court upon presentment of evidence of the costs.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1990, ch. 224, § 1; P.L. 2003, ch. 300, § 1; P.L. 2003, ch. 311, § 1; P.L. 2012, ch. 324, § 65; P.L. 2015, ch. 260, § 34; P.L. 2015, ch. 275, § 34.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-66

§ 34-18-49. Payment of rent on stay of execution.

Whenever, in any action for the recovery of real property, the issuance of an execution, or the service of an execution, is stayed by order of the court or by the operation of law, the stay shall be conditioned upon the payment by tenant to the landlord of sums of money equal to the rent for the premises, which sums shall be paid at such times and in such amounts as rent would be due and payable were the action not then pending. The acceptance of these sums shall not constitute a waiver of the right of the landlord to obtain possession of the premises, nor shall the receipt thereof be deemed to reinstate the tenancy.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-67

§ 34-18-50. Payment of moving costs required.

Whenever the personal property of any tenant is removed from the premises the tenant occupies by mandate of an execution from the court of competent jurisdiction, the tenant shall pay the entire amount of the cost of moving the personal property and any prepaid storage charges to the division of sheriffs, constable, or other person who lawfully caused the personal property to be so moved before the personal property can be released to the tenant by the person, firm, partnership, company, association, or corporation having lawful possession of the property. Further, the division of sheriffs, constable, or other person who lawfully caused the personal property to be so moved shall prepare and deliver a release in writing stating that the costs of moving and any prepaid storage charges have been paid in full and authorizing the release of the personal property to the tenant. This amount shall be paid to the landlord as reimbursement for the costs of removing the personal property.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2012, ch. 324, § 65.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-68

§ 34-18-51. Issuance of execution on nonpayment of rent.

In the event that the tenant shall fail or refuse to pay all sums promptly when due in accordance with the provisions of § 34-18-49, the court in which the judgment for possession was issued shall, on motion of the landlord and after hearing thereon, including satisfactory proof of such nonpayment, enter an order for the issuance of such execution and the prompt service thereof, and from this order there shall be no appeal.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-69

§ 34-18-52. Payment of rent during pendency of appeal.

Whenever an action for the recovery of real property is pending on appeal in the superior or supreme court, the tenant in the action shall pay to the landlord sums of money equal to the rent for the premises, which the sums shall be paid at such times and in such amounts as rent would be due and payable were the action not then pending. The acceptance of these sums shall not constitute a waiver of the right of the landlord to obtain possession of the premises, nor shall their receipt be deemed to reinstate the tenancy.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-70

§ 34-18-53. Dismissal of appeal for nonpayment of rent during pendency of appeals.

In the event that the tenant fails or refuses to pay all sums promptly when due, in accordance with the provisions of § 34-18-52, the court in which the case is pending, shall, without any trial on the merits, on motion of the landlord, and after hearing thereon, including satisfactory proof of such nonpayment, enter an order for the entry of judgment and the issuance of the execution and the prompt service thereof, and from that order there shall be no appeal. The papers shall be forthwith returned to the district court which shall upon payment of the required fee, issue an execution without further delay.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2001, ch. 75, § 1.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-71

§ 34-18-54. Savings clause.

Transactions entered into before January 1, 1987, and not extended or renewed on and after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this chapter as though the repeal or amendment had not occurred.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34

Property

CHAPTER 34-18

Residential Landlord and Tenant Act

SECTION 34-18-72

§ 34-18-55. Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable.

History of Section.
(P.L. 1986, ch. 200, § 2.)

TITLE 34 Property

CHAPTER 34-18 Residential Landlord and Tenant Act

SECTION 34-18-73

§ 34-18-56. Notices and complaint forms.

(a) A notice in substantially the following language shall suffice for the purpose of giving a tenant a five (5) day demand for payment of rent prior to commencement of an eviction pursuant to § 34-18-35:

FIVE-DAY DEMAND NOTICE FOR NONPAYMENT OF RENT R.I.G.L. 34-18-35 Date of Mailing:

TO:

(tenant)

.....

.....

You are now more than fifteen days in arrears for some or all of the rent owed under your rental agreement. State law requires that you be sent this Notice of arrearage.

Unless you make payment of all rent in arrears within five days of the date this notice was mailed to you, an eviction action may be instituted in court against you. You can prevent the eviction by paying all rent owing within five days of the mailing of this notice.

If you believe you have a legal reason for not paying this rent, you will be able to present that defense at the eviction hearing. The rent in arrears as of the above date is \$.....

(signature)

(name and address of land-

lord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, addressed to the tenant, on the day of, 19.....

(landlord or owner signature)

(b) A notice in substantially the following language shall suffice for the purpose of giving a tenant a notice of noncompliance with the rental agreement pursuant to § 34-18-36:

NOTICE OF NONCOMPLIANCE R.I.G.L. 34-18-36 Date of Mailing:

TO:

(tenant)

.....

.....

(address)

You are in breach of your rental agreement, or of your legal duties under R.I.G.L. 34-18-24, because you:

(provide details)

To remedy this situation you must do the following within twenty days of the date of mailing of this Notice:

If you do not remedy this situation within twenty days, your rental agreement will terminate without further notice on..... (date, which must be not less than twenty-one days from the date of mailing of this Notice). (NOTE: Under the law you lose this right to remedy your noncompliance if this is the second notice on the same subject within the past six months.) After that date an eviction case may begin in court, and you may be served with a complaint. You will have the right to a hearing and to present any defenses you believe you have.

(signature)

(name and address of land-

lord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, addressed to the tenant, on the day of, 19.....

(landlord or owner signature)

(c) A notice in substantially the following language shall suffice for the purpose of giving a tenant notice of termination of tenancy pursuant to § 34-18-37:

NOTICE OF TERMINATION OF TENANCY R.I.G.L. 34-18-37 Date of Mailing:

TO:

(tenant)

.....

.....

(address)

You are hereby directed to vacate and remove your property and personal possessions from the premises located at

(address of premises)

and deliver control of the premises to the landlord/owner on the first day after the end of your current rental period, namely

(insert date)

This notice is given for the purpose of terminating your tenancy. You must continue to pay rent as it becomes due until the date indicated above. If you fail to pay that rent, a nonpayment eviction action may be instituted against you.

If you fail to vacate the premises by the date specified, an eviction may be instituted against you without further notice. If you believe you have a defense to this termination, you will be able to raise that defense at the court hearing.

(signature)

(name and address of land-

lord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, addressed to the tenant, on the day of, 19.....

(landlord or owner signature)

(d) A complaint in substantially the following language shall suffice for the purpose of commencing an eviction action for nonpayment of rent pursuant to § 34-18-35:

State of Rhode Island and Providence Plantations

....., Sc. DISTRICT COURT

..... DIVISION

PLAINTIFF DEFENDANT

.....

(Landlord's Name) (Tenant's Name)

V

.....

.....
.....

(address) (address of rental premises)

COMPLAINT FOR EVICTION FOR NONPAYMENT OF RENT R.I.G.L. 34-18-35

1. Plaintiff is the owner/landlord of the rental premises listed above, in which the Defendant Tenant currently resides.

2. Defendant is more than fifteen days in arrears in rental payments due to the plaintiff from the defendant. The rent is \$..... per, and the amount in arrears is \$. as of the day of, 19.....

(month)

3. Plaintiff has served the five-day demand notice as required by law, and a copy of that notice is attached to this complaint. The notice was mailed to the defendant on the day of....., 19.....

4. Defendant has not paid the rent in arrears or offered the full amount in arrears, either before or after the demand notice. Defendant remains in possession of the rental premises.

WHEREFORE, Plaintiff requests that this Court grant a judgment for possession of the premises (eviction of the tenant) and for back rent in the amount of \$....., plus costs.

(Name & address of landlord/owner

or attorney for landlord)

Date complaint

filed with clerk

(e) A complaint in substantially the following language shall suffice for the purpose of commencing an eviction action for noncompliance with the rental agreement pursuant to § 34-18-36, or an eviction action for unlawfully holding over after expiration or termination of the tenancy pursuant to § 34-18-38:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

....., Sc. DISTRICT COURT

..... DIVISION

PLAINTIFF DEFENDANT

.....

(Landlord's Name) (Tenant's Name)

..... V

.....

(address) (address of rental premises)

COMPLAINT FOR EVICTION FOR REASON OTHER THAN NONPAYMENT OF RENT
R.I.G.L. 34-18-36 R.I.G.L. 34-18-38

1. Plaintiff Landlord(s) owns the rental premises listed above, in which the Defendant Tenant(s) resides.

2. CHECK ONE:

.... Defendant breached the tenant's obligations under the rented agreement or § 34-18-24 as set forth in the attached copy of the notice of noncompliance which was mailed to the defendant. Defendant has not cured or remedied the breach. (Plaintiff must attach copy of required notice of noncompliance.)

.... Defendant has remained in possession of the rented premises following the period set forth in the attached notice of termination of tenancy which was mailed to defendant. (Plaintiff must attach copy of required termination notice.)

.... Defendant breached the tenants' obligations under § 34-18-24(8), (9) or (10).

3. Plaintiff seeks judgment for possession of the premises plus judgment in the amount of
for

(explain basis for money claim)

Plaintiff seeks costs and fees (if applicable).

(Signature of Landlord/Owner
or Attorney)

Date complaint filed

with clerk

(f) A complaint in substantially the following language, or in similar language, shall be sufficient for use by landlords or by tenants to bring any claims or causes of action other than eviction actions:

NOT FOR EVICTION

State of Rhode Island and Providence Plantations

....., Sc. DISTRICT COURT

..... DIVISION

PLAINTIFF DEFENDANT

.....

(Name) (Name)

V

.....

.....

.....

(address) (address of rental premises)

LANDLORD-TENANT COMPLAINT (NOT FOR USE IN EVICTIONS)

1. Plaintiff is the Tenant..... Landlord/Owner of the rental premises at

(address of rental premises)

2. Defendant is the TenantLandlord/Owner.

3. Plaintiff claims that defendant has breached the obligations of the rental agreement or law in relation to this landlord-tenant relationship, as follows:

(brief description of claim, attach extra sheet, if necessary)

4. Plaintiff seeks the following judgment or relief from the Court:

Date Complaint Filed

With Clerk:.....(Signature of plaintiff or plaintiff's attorney)

(address)

(g) The summons in an action for eviction for nonpayment of rent pursuant to § 34-18-35 shall be in substantially the following form:

STATE OF RHODE ISLAND DISTRICT COURT SUMMONS

EVICITION-NONPAYMENT OF RENT DIVISION COUNTY CIVIL ACTION-FILE NO.

Address of Court

.....

.....

.....

(name & address of plaintiff (name & address of defendant-
landlord) tenant)

TO THE TENANT: You are served with an eviction complaint for nonpayment of rent. If you do nothing, you will lose by default and be evicted. If you claim any defense, you must complete the enclosed ANSWER and file it with the Court Clerk at or before the hearing date. You should also mail a copy to the landlord or the landlord's lawyer. Your hearing will be at 9:30 A.M. on the hearing date, at the court address listed above. You should go to the hearing or you may lose by default. If you think the case is "settled," you should still go to the hearing to make sure the settlement is in the court record.

YOUR HEARING DATE IS:

(Proof of Service on next page)

.....

PROOF OF SERVICE

I hereby certify that I served a copy of the Complaint and Summons & Answer upon the defendant(s) by delivering or leaving said papers in the following manner:

..... to the defendant personally; or

..... at his or her dwelling unit or usual

place of abode at the address listed

below with a person of suitable age

then residing therein; or

..... if none be found, by posting conspicu-

ously on the door to the defendant's

dwelling unit.

ADDRESS OF DWELLING OR USUAL PLACE OF ABODE:

NAME OF PERSON OF SUITABLE AGE:

SERVICE DATE:

DEPUTY SHERIFF/CONSTABLE:

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Complaint and Summons was placed into regular U.S. Mail, postage prepaid, on the day of, 19. ..., addressed to defendant at the following address:

.....

(Signature of.....Clerk)

(h) The summons in an action for eviction for noncompliance with the rental agreement pursuant to § 34 18-36, or for unlawfully holding over after termination or expiration of tenancy pursuant to § 34-18-38, shall be in substantially the following form:

State of Rhode Island District Court Summons

EVICTION FOR REASON OTHER THAN NONPAYMENT OF RENT

DIVISION COUNTY CIVIL ACTION-FILE NO.

.....

Address of Court:

.....

V

.....

.....

(name & address of plaintiff(name & address of defendant-landlord) tenant)

TO THE TENANT: You are served with an eviction complaint for noncompliance with rental agreement (R.I.G.L. 34-18-36), or for unlawfully holding over after termination or expiration of tenancy (R.I.G.L. 34-18-38). If you do nothing, you will lose by default and be evicted. If you claim any defense, you must complete the enclosed ANSWER and file it with the Court Clerk within TWENTY (20) days after you are served with this summons and complaint. You should also mail a copy of the ANSWER to the landlord or the landlord's lawyer. If you file the enclosed ANSWER, then you will receive another written notice telling you when the hearing will be. If you have any questions, you may consult a lawyer. If you think the case is "settled" you should still file the enclosed ANSWER or be sure that the written settlement is in the file at the Clerk's office.

(Proof of Service on next page)

.....

PROOF OF SERVICE

I hereby certify that I served a copy of the Complaint, Summons, and Answer form upon the defendant(s) by delivering or leaving said papers in the following manner:

.... to the defendant personally

.... at his/her dwelling unit or usual place of abode at the address listed below, with a person of suitable age then residing therein

.... to an agent named below authorized by appointment or by law to receive service of process

.... further notice as required by law was given as noted below

Address of dwelling or usual place of abode:

Name of person of suitable age or of agent:

Service Date:

Deputy Sheriff/Constable (circle one):

(signature)

(i) The summons in an action relating to any claims by tenants, or by landlords other than for eviction, shall be in substantially the following form:

State of Rhode Island District Court Summons

.....

DIVISION COUNTY CIVIL ACTION-FILE NO.

.....

PLAINTIFF PLAINTIFF'S ATTORNEY

ADDRESS

..... VS

DEFENDANT

DEFENDANT'S ADDRESS

.....

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon the plaintiff's attorney, whose name and address appears above, an answer to the complaint which is herewith served upon you. Your answer must be made within 20 days after service of this summons, excluding the date of service. The original must be filed in writing with this court. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

.....

DATE CLERK

.....

SEAL OF THE DISTRICT COURT DATE RECEIVED

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this summons and a copy of the complaint received herewith upon the above-named defendant by delivering or leaving said papers in the following manner:

Î to the defendant personally.

Î at his dwelling house or usual place of abode at the address entered below, with a person of suitable age and discretion then residing therewith.

Î to an agent named below authorized by appointment or by law to receive service of process.

Î Further notice as required by statute was given as noted on the reverse side.

Address of Dwelling or Usual Place of Abode

Name of Authorized Agent or Person of Suitable Age

.....

Date Deputy Sheriff/Constable

.....

SERVICE FEE \$.....

(j) The blank answer served in eviction actions shall be in substantially the following form:

State of Rhode Island and Providence Plantations

....., Sc. DISTRICT COURT

..... DIVISION

PLAINTIFF DEFENDANT

.....

(Landlord's Name) (Tenant's Name)

V

.....
.....

(address) (address of rental premises)

INSTRUCTIONS TO THE DEFENDANT

Listed below are several possible defenses to the eviction action your landlord has filed against you. If one or more of these defenses apply to your case, check the appropriate box(es). If space is provided, write in facts in support of that defense. Use additional paper if necessary. Some of these defenses are technical, and there may be others not listed here. You may consult a lawyer and seek representation before filling out this Answer.

TENANT'S ANSWER

The complaint against me is untrue or fails to state the following facts:

I offered rent, but my landlord refused it. I am still able and willing to pay the rent.

I have a defense for nonpayment because the landlord has failed to maintain the premises in a fit and habitable condition.

My rent has not been paid, but I have a legally justifiable defense for not paying:

I have a written lease which does not expire until:

I have not received the required notice from the landlord before this complaint was served on me.

The landlord is trying to evict me because I have exercised my legal rights by calling code enforcement officials, or by taking the following protected action:

I have other defenses as follow:

WHEREFORE: Because of the defense(s) indicated above, I ask the court to grant a judgment in my favor and not order me to be evicted.

COUNTERCLAIM

Instructions: If you believe you are entitled to be awarded damages or money for any reason from your landlord, you may fill out the statement below:

I hereby sue my landlord for the amount of \$.....

I believe I am entitled to receive an award of this amount because

.....

Name of Defendant (or attorney) Signature of Defendant

.....

Address

.....

Telephone number

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1.)

Residential Landlord and Tenant Act

SECTION 34-18-57

§ 34-18-57. Providence and Warwick Absentee Landlord Enforcement Act.

All persons, corporations, organizations, associations or other legal entities owning and leasing property in the cities of Providence or Warwick shall register their names, home addresses, including zip codes, and telephone numbers with the city clerk in the city where such property is located.

History of Section.

(P.L. 1995, ch. 336, § 1; P.L. 2008, ch. 236, § 1; P.L. 2008, ch