

2024 -- S 2643

LC005344

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2024

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Senator Tiara T. Mack

Date Introduced: March 01, 2024

Referred To: Senate Housing & Municipal Government

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 34-18 of the General Laws entitled "Residential Landlord and Tenant  
2 Act" is hereby amended by adding thereto the following section:

3 **34-18-61. Convenience fees prohibited.**

4 (a) A landlord shall not charge a convenience fee to a tenant's rental payment.

5 (b) Subsection (a) of this section shall not apply to any landlord that accepts a form of  
6 payment of rent which does not require a convenience fee for such payment.

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

9 **34-18-15. Terms and conditions of rental agreement.**

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

13 (1) A landlord shall disclose all nonoptional fees in the lease agreement. The sum total of  
14 rent and all nonoptional fees shall be described in the total monthly payment and be listed on the  
15 first page of the lease.

16 (2) If there is no written lease, or for every new rental agreement or change of rental terms  
17 or fees, the landlord shall provide to the tenant, in writing, a list of all non-optional fees associated  
18 with renting the property.

19 (3) Any unit advertised for a residential tenancy shall disclose the nonoptional fees with

1 the total amount for rent in any advertisement or posting.

2 (4) In any lease agreement disclosure or unit advertisement, the landlord shall disclose  
3 whether utilities are included or not included in the rent.

4 (5) The landlord shall provide, in writing, to the tenant any and all information pertaining  
5 to the utilities of the property, to include, but not be limited to, whether the utilities are included in  
6 the rent or are the tenant's responsibility, and a list of the utility companies that provide services to  
7 the rental unit.

8 (6) If a landlord fails to comply with subsections (a)(1) through (5) of this section, the  
9 tenant may recover, in addition to their actual damages, an amount up to three (3) months periodic  
10 rent and reasonable attorneys' fees.

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

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

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

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

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

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

33 (ii) The servicemember, while in military service, executes the lease and thereafter receives  
34 military orders for a change of permanent station or to deploy with a military unit, or as an

1 individual in support of a military operation, for a period of not less than ninety (90) days; and

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

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

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

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

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

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

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

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

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1           This act would require landlords to list all mandatory fees when advertising any residential  
2 property for rent as well as on the first page of any lease. This act would further prohibit a landlord  
3 from charging a convenience fee when the tenant pays rent, unless the landlord accepts other forms  
4 of payment of rent, such as a check or cash, without a convenience fee.

5           This act would take effect upon passage.

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