

2023 -- H 5048

LC000512

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2023

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Perez, Diaz, Batista, Vella-Wilkinson, J Lombardi, and
Cardillo

Date Introduced: January 11, 2023

Referred To: House Municipal Government & Housing

It is enacted by the General Assembly as follows:

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

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

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

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

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

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

16 (e) A tenant who is sixty-five (65) years of age or older or who will turn sixty-five (65)
17 during the term of a rental agreement for a dwelling unit may terminate such a rental agreement in
18 order to enter a residential care and assisted living facility, as defined in § 23-17.4-2, a nursing
19 facility, or a unit in a private or public housing complex designated by the federal government as

1 housing for the elderly. The tenant may terminate the rental agreement by notice given in writing
2 to the usual person to whom rental payments are made. The notice shall be accompanied by
3 documentation of admission or pending admission to a facility or housing complex described in
4 this section. Termination of the rental agreement shall be effective no earlier than forty-five (45)
5 days after the first rental payment due date following delivery of written notice of termination.

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

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

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

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

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

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

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

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

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

34 (g) During any twelve (12) month period, no rent increase shall be in an amount greater

1 [than ten percent \(10%\) plus the consumer price index above the existing rent. For purposes of this](#)
2 [section, the “consumer price index” refers to the Consumer Price Index for all Urban Consumers](#)
3 [\(CPI-U\) as published by the U.S. Department of Labor Statistics determined as of September 30 of](#)
4 [the prior calendar year.](#)

5 SECTION 2. This act shall take effect upon passage.

=====
LC000512
=====

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

- 1 This act would limit residential rent increases to ten percent (10%) plus the increase in the
- 2 Consumer Price Index (CPI) annually.
- 3 This act would take effect upon passage.

=====
LC000512
=====